



DATE	April 26, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

## Board of Directors Meeting Agenda

### I. Call to Order

- Moment of Silence / Pledge of Allegiance (Please Stand)
- Reading of the Promise of Community Action (Please Stand)

*Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.*

- Board Seat Appointment – Jeremy Tobias, Chief Executive Officer – **Action Item**
  - Accepting the appointment of Gina Martinez as the 14<sup>th</sup> State Senate District Representative (**p. 4**)
- Roll Call

Fred Plane (Chair)	Jimmie Childress	Gina Martinez
Maritza Jimenez (Vice Chair)	Mia Cifuentes	Jonathan Mullings
Ana Vigil (Secretary)	Jeff Flores	Yolanda Ochoa
Michelle Jara-Rangel (Treasurer)	Curtis Floyd	Marian Panos
Denise Boshers	Nila Hogan	Guadalupe Perez

### II. Introduction of Guests / Public Forum

*The public may address the Board of Directors on items not on the agenda but under the jurisdiction of the Board. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.*

### III. Special Presentation

- Farewell to Board Member Marian Panos – Jeremy Tobias, Chief Executive Officer

### IV. Consent Agenda

The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Board or the Public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed – **Action Item**

- Minutes from March 28, 2023, Board of Directors Meeting (p. 5-9)**
- Minutes from the April 5, 2023 Personnel Committee Meeting (p. 10-12)**
- Reclassification of Food Bank Positions and Update of the Organizational Chart (**p. 13-22**)
- Updated Job Descriptions for Housing & Supportive Services (**p. 23-34**)
- Minutes from the April 12, 2023 Program Review & Evaluation Committee Meeting (p. 35-36)**

- f. March 2023 Program Reports (*p. 37-73*)
- g. March 2023 Application Status Report & Funding Profiles (*p. 74-80*)
- h. March 2023 Head Start / State Child Development Enrollment Update & Meals Report (*p. 81-82*)
- i. 2021-2025 Strategic Plan Update for Goal 5 (*p. 83-87*)
- j. **Minutes from the April 12, 2023, Budget & Finance Committee Meeting (*p. 88-91*)**
- k. Head Start / Early Head Start Budget to Actual Reports for February 28, 2023 (*p. 92-105*)
- l. Selection of Friendship House Sports Field Lighting Contractor (*p. 106-152*)
- m. Head Start Notice of Federal Interest (*p. 153-159*)
- n. CRRSA and ARP Budget Revision for 09CH011132 (*p. 160-162*)
- o. Head Start / Early Head Start Budget Revision for 09CH011132 (*p. 163-165*)
- p. Legal Services Contract Amendment to Allow an Additional Two-Year Extension (*p. 166-202*)
- q. February 2023 Financial Statements (*p. 203-265*)
- r. **Minutes from the April 20, 2023 Audit & Pension Committee Meeting (*p.266-268*)**
- s. Pension Plan Update for Q1 2023 (*p. 269-276*)
- t. The Standard Update (*p. 277-290*)
- u. LIHEAP Contract #21B-5012 Close-Out Letter (*p. 291-295*)
- v. Department of Community Services & Development (CSD) LIHWAP Monitoring Report (*p. 296-299*)
- w. Department of Community Services & Development (CSD) Comprehensive Inspection Report (CIR) (*p. 300-305*)
- x. First 5 Kern Evaluation Site Report of East Kern Family Resource Center (EKFRC) (*p. 306-310*)
- y. WIC Single Audit Report Review for Fiscal Year 2021 (*p. 311-312*)

**V. New Business**

- a. Presentation by Bolton Regarding Insurance Claims – **Info Item (*p. 313-342*)**  
Lisa McGranahan, Director of Human Resources  
Chris Carpenter-Raines, Client Executive from Bolton
- b. Updated COVID Policies Due to Head Start Vaccine Mandate Vacated – **Action Item (*p. 343-345*)**  
Lisa McGranahan, Director of Human Resources
- c. County of Kern: County Administrative Office Request for Proposal for the Management and Operation of Supportive Services Village – **Action Item (*p. 346-382*)**  
Rebecca Moreno, Director of Housing & Supportive Services
- d. ACH Data Breach and Updated Electronic Funds Transfer Policy – **Action Item (*p. 383-386*)**  
Tracy Webster, Chief Financial Officer
- e. Navigating Public Funding Presentation – **Info Item (*p. 387-408*)**  
Tracy Webster, Chief Financial Officer
- f. CAPK 2-1-1 Kern County Call Center Services Performance and Contract Expectations – **Info Item (*p. 409-421*)**  
Sabrina Roberts-Jones, 2-1-1 Program Administrator

**VI. CAPK Foundation Report**

- a. CAPK Foundation Report – **Action Item (*p. 422-425*)**  
Catherine Anspach, Director of Development

**VII. Advisory Board Reports**

- b. Head Start Policy Council Report – **Action Item (p. 426-433)**

Nila Hogan, PC Representative

**VIII. Chief Executive Officer Report**

- a. CEO Report for April 2023 – **Info Item (Verbal Report)**  
1. Update on Operations at the M Street Navigation Center

Jeremy Tobias, Chief Executive Officer

**IX. Board Member Comments**

**X. Closed Session**

**XI. Next Scheduled Meeting**

Board of Directors Meeting  
12:00 pm  
May 31, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**XII. Adjournment**

*This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at [www.capk.org](http://www.capk.org) by 12:00 pm, April 21, 2023. Paula Daoutis, Administrative Coordinator.*

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SENATE CA GOV/HURTADO

# California State Senate

SENATOR  
**MELISSA HURTADO**  
SIXTEENTH SENATE DISTRICT



COMMITTEES  
AGRICULTURE  
CHAIR  
ENVIRONMENTAL QUALITY  
HEALTH  
HUMAN SERVICES  
NATURAL RESOURCES & WATER

April 6, 2023

Mr. Jeremy Tobias  
Chief Executive Officer  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309

Dear Mr. Tobias,

I am writing you to express support and request Mrs. Gina Martinez be appointed to serve as the 16<sup>th</sup> Senate District Board Representative with the Community Action Partnership of Kern (CAPK).

Gina Martinez is a devoted public servant dedicated to improving the lives of underserved communities of the Central Valley with a record of accomplishments proving it. Gina Martinez has 20 years of experience with the California Employment Development Department Workforce Service Branch, where she served the most vulnerable people in Kern County in various roles. She brings 15 years of experience as a former Chemical Dependency and Domestic Violence Counselor. In addition, she has assisted sexual abuse and human trafficking victims, and operated suicide crisis hotlines.

She currently serves on numerous boards including the Board of Directors for North Kern-South Tulare Hospital District (NKSTHD) and the City of Delano's Crime Prevention Committee. In her free time, she is involved in working on issues that affect youth, seniors, Veterans and working families.

I am certain her expertise and experience will be instrumental in assisting CAPK in its mission to make our communities a better place by promoting dignity and self-sufficiency for all people. She is a strong advocate and I have no doubt that she will remain committed to the people served by CAPK. For these reasons and more, I ask that CAPK appoint Gina Martinez as the 16<sup>th</sup> Senate District representative to its board. If you have any questions, please feel free to contact my office at (661) 395-2620.

Sincerely,

A handwritten signature in blue ink that reads "Melissa Hurtado".

MELISSA HURTADO  
Senator, 16<sup>th</sup> District





DATE	March 29, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

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## Board of Directors Meeting Minutes

### I. Call to Order

Chairman Fred Plane called the meeting to order at 12:04 pm at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

#### a. Roll Call was taken with a quorum present:

Present: Fred Plane (Chair), Maritza Jimenez (Vice Chair), Ana Vigil (Secretary, left at 1:15 pm), Michelle Jara-Rangel (Treasurer), Denise Boshers, Jimmie Childress, Mia Cifuentes, Jeff Flores (arrived at 12:23 pm and left at 1:01 pm), Curtis Floyd, Nila Hogan, Jonathan Mullings

Absent: Yolanda Ochoa, Marian Panos, Guadalupe Perez

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff.

### II. Introduction of Guests / Public Forum

Jeffrey Stidham was present at the CAPK Board of Directors meeting and said that he and his wife were formerly homeless, and they have visited the Brundage Lane Navigation Center and want to visit the M Street Navigation Center. Mr. Stidham indicated that he wants to volunteer and learn as much as possible so he and his wife can find a way to establish a center / home to provide for the homeless.

### III. Special Presentation

None.

### IV. Consent Agenda

Board Chair Fred Plane asked members of the Board, and the public, if they would like to remove any items from the Consent Agenda for further discussion. Michelle Jara-Rangel requested that Item IV(g) be removed.

Motion was made and seconded to approve all items on the Consent Agenda, with the exception of Item IV(g). Carried by unanimous vote (Floyd/Jara-Rangel).

Michelle Jara-Rangel asked for Item IV(g) - Head Start & State Child Development Division Reorganization to be removed and asked if staff will be displaced as a result of the proposed reorganization. Jerry Meade said the two staff members affected will be offered an opportunity to apply for open positions. It is possible that they could be displaced if another person is hired.

Jerry further emphasized that the reorganization would help to support full enrollment and the revisions were made to reduce administrative staff, resulting in increased wages at the direct services level. Michelle asked about staffing for the centers that are currently closed and Jerry said staff are struggling to fill the vacancies but once they are filled, the classrooms can be opened and the children on the waitlist will be enrolled. Michelle also inquired about new positions to support a new program option. Jerry said the Office of Head Start (OHS) are encouraging staff to look at all program options available to us, and to have an understanding of the Community Needs Assessment data. OHS is favorable to approaching licensed family childcare homes in the community that are serving Head Start eligible families, and by introducing program options as those families can be enrolled through the family childcare home program option that meets the performance standards. Michelle said that she believes OHS will be providing funding opportunities for us to increase our partnerships and the funds would be used to partner with home childcare providers which is a big need within the community, and it is a less expensive option than opening a new facility, and we would still be able to serve the children through licensed childcare homes.

Motion was made and seconded to approve item IV(g). Carried by unanimous vote (Jara-Rangel/Floyd).

#### **V. New Business**

- a. Governor's Office of Business and Economic Development (GO-Biz) Community Economic Resiliency Fund Program: Kern Coalition (Kern CERF Coalition) Regional Convenor Memorandum of Understanding or Contract for Services – Pritika Ram, Chief Business Development Officer - **Action Item**

Pritika Ram presented the above action item for approval and reported that we have a partnership with Kern Community College District (KCCD) and other partners dedicated to workforce development efforts. Last summer, meetings took place to determine the needs of the community. Dr. Jessica Grimes from KCCD submitted the application and it was just awarded.

Pritika reported that the Kern Region received \$5 million for Phase I. CAPK and the other co-conveners will each receive a total of \$160,000 each and CAPK will use those funds to hire staff to execute training. More detail is outlined in the agenda packet and staff is recommending approval to authorize the CEO to execute the Regional Convenor Memorandum of Understanding (MOU) and supporting documentation upon receipt from KCCD for the CERF Phase I planning project, and upon review and approval by the Board Chair.

Jeremy Tobias explained the normal procedure for approval; however, in this case, the final documents have not been received to be presented to the Board for review, and the timing is such that approval and execution of the MOU is required prior to the next meeting.

Curtis Floyd asked why not bring this item to the Executive Committee at a special meeting rather than the recommendation above. Jeremy Tobias said that due to the small window of time, staff thought it would be sufficient to have the Board Chair review and approve the CEO to execute the MOU.

Motion was made and seconded to approve staff's recommendation. Carried by a vote of ten in favor and one abstention by Board Member Curtis Floyd. (Mullings/Flores)

- b. City of Bakersfield California Strategic Growth Council FY 2022-23 Transformative Climate Communities (TCC) Round 5 – Strategy 4: Solar Installation and Energy Efficiency – Vanessa Mendoza, Grant Administrator – **Action Item**

Vanessa Mendoza provided a summary of the City of Bakersfield planning grant from the California Strategic Growth Council (SGC) – Transformative Climate Communities (TCC) program to identify multiple

neighborhood-level projects and strategies for reducing greenhouse gas emissions and achieving other economic and health benefits through a community collaborative application process. The projects identified are already in CAPK's wheelhouse and we are likely to score well on the application.

Michelle Jara-Rangel asked if the proposed service area is in Bakersfield and Vanessa confirmed that it is and the extended agreement aligns with CAPK's strategic Plan, Goal #3, advancing economic empowerment and financial stability for low-income people in the communities we serve, specifically part of Objective 3.3 and activities 3.3.1.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Floyd/Jara-Rangel).

- c. Amendment No. 2 to City of Bakersfield Agreement No. 2021-187, CDBG-CV – Emilio Wagner, Director of Operations – **Action Item**

Emilio Wagner provided a brief update of the Food Bank expansion project and reported the project is approximately 82% complete, but weather delays and poor workmanship issues have resulted in the timing for completion to be moved back to August of 2023 with full occupancy is not expected until September 2023. The total available revenue for the project is \$14,903,512 million. There is a contingency balance of \$261,127 and the required fire suppression system upgrade is expected to cost approximately \$750,000. The City of Bakersfield has drafted the attached amendment to add to their remaining balance of \$632,190.6 to the project to assist with the fire suppression upgrade. With the addition of these funds, the total project budget increases to \$15,535,702.90. Staff recommends the Board approve the adjusted construction budget and authorize the CEO to execute Amendment #2 of the agreement 2021-187.

Fred Plane added clarification that the City is requiring CAPK to install the Fire Suppression System but is offering additional funds in the contract amendment to pay for it.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Flores/Cifuentes).

- d. E-Rate Internet Provider – Emilio Wagner, Director of Operations – **Info Item**

Emilio Wagner presented the above info item and provided background information and the current state of events that resulted in an 89.91% cost reduction for internet service fees under the Schools and Libraries Program (E-Rate) that benefits CAPK's Head Start program. The contract amount is within the signing authority of the CEO and has been executed.

- e. Notification of Data Breach – Emilio Wagner, Director of Operations – **Info Item**

Emilio Wagner reported on March 9<sup>th</sup>, two staff email accounts were compromised. Credentials were acquired and hackers gained access to the CAPK network. The issue was identified within 4 hours, and 6 files were compromised. Staff contacted our cyber insurance company, and it was determined that 195 client files were compromised. CAPK's attorneys are working on a notification letter to the clients, and we will need to offer credit monitoring to those affected. The two staff members that were compromised have completed cybersecurity training and a refresher training has gone out to all staff. Emilio said that there is now a button on the email page that staff can use to report phishing and a notification goes directly to IT for determination. Emilio said we have accelerated staff training due to this incident.

## VI. Advisory Board Reports

- a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – **Action Item**

Nila Hogan presented the above action item for approval and reported that the Policy Council items presented at the February 28, 2023 meeting were approved.

Motion was made and seconded to approve the March 2023 Policy Council report and all items. Carried by unanimous vote (Jimenez/Floyd).

## VII. Chief Executive Officer Report

- a. CEO Report for March 2023 – Jeremy Tobias, Chief Executive Officer – **Info Item**

1. Update on Weather Related Emergency Response

Jeremy Tobias reported that the heavy rain and flooding impacted the Food Bank program due to road closures. As an example, drivers had to travel an additional 150 miles to make the Senior Food Distribution deliveries in the Kern River Valley, and other delivery locations had to be rescheduled as a result of the road closures. The Food Bank also provided a special food box delivery to families in Alpaugh, which is just outside of Kern County. Many of the students are attending school in Delano and we had a request from the Delano High School that informed us that many families had been displaced due to the flooding and were in need of food assistance.

Jeremy also reported that Weatherization projects were also delayed due to the rain and 2-1-1 saw an increase in call volume due to the need for flood evacuation information, shelter and food distribution as a result of flooding.

Ana Vigil asked about 2-1-1 the excessive wait times for 2-1-1 and asked if the 2-1-1 staff is helping with the QRT calls as a reason for the long wait times. Rebecca Moreno said 2-1-1 staff do not handle the QRT calls, they are transferred to the CES staff. Some of the miscommunication is that 2-1-1 handles the incoming call. Once 2-1-1 screens the calls, they are then transferred to CRS.

Jeremy said that 2-1-1 is currently understaffed and call volume has increased due to weather and other factors, resulting in longer than normal wait times. Jeremy said the program is ramping up hiring, including using temporary help, and may be able to hire some of the temps permanently if they work out. Staff are also looking into better use of available technology for a better user experience, such as the system automatically calling the person back rather than having to remain on hold.

## VIII. Board Member Comments

- Fred Plane asked the Board Members to be sure the Board & Committee meetings are on their calendars, so we do not have to cancel meetings due to lack of quorum.

**IX. Closed Session**

- a. Conference with Real Property Negotiators pursuant to Section 54956.8:  
Property Address: 1300 18<sup>th</sup> Street, Bakersfield, CA 93301  
Agency Negotiators: Jeremy Tobias, Tracy Webster, and Emilio Wagner  
Negotiating Parties: County of Kern  
Under Negotiation: Concerning price and terms

**X. Closed Session Report**

Fred plane provided the Closed Session report and said the Board approved the Chief Executive Officer to execute the Purchase Agreement for the property located at 1300 18<sup>th</sup> Street in Bakersfield, California, upon receipt of the final agreement. The Operational Agreement will be brought back before the Board for approval as soon as it is ready.

**XI. Next Scheduled Meeting**

Board of Directors Meeting  
12:00 pm  
Wednesday, April 26, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**XII. Adjournment**

The meeting was adjourned at 1:46 pm.



DATE: April 5, 2023  
TIME: 12:00 pm  
LOCATION: CAPK Administrative Office  
5005 Business Park North  
Bakersfield, CA 93309

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## Personnel Committee Minutes

### 1. Call to Order

Committee Chair Maritza Jimenez called the meeting to order at 12:00 pm at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

### 2. Roll Call

Roll Call was taken with a quorum present.

Present: Maritza Jimenez (Chair), Guadalupe Perez, Nila Hogan, and Jonathan Mullings

Absent: None

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Louis Gill, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Yolanda Gonzales, Director of Head Start; Susana Magana, Director of Health and Nutrition; Gabrielle Alexander Direct of Finance; and other CAPK staff.

### 3. Public Comments

No one addressed the Committee.

### 4. New Business

- a. Head Start Personnel Update – Jerry Meade, Assistant Director of Head Start, Program – ***Info Item (Verbal Report)***

Robert Espinoza, Program Design and Management Administrator, provided a verbal report on the current recruitment efforts for Head Start on behalf of Jerry Meade. During March, Head Start hired 7 new staff members and received 11 resignations. There are currently 115 vacant positions within Head Start. It's anticipated that this number will decrease as changes to programs occur.

During March, Head Start participated in a career fair hosted at Rabobank and received many leads. Robert also reported that there are currently 20 teachers and 11 family service workers on an education plan.

Robert Espinoza solicited the Committee on the frequency of the monthly updates. The Committee would like to continue to receive the monthly Head Start updates.

Jonathan Mullings inquired if the 2022 incentive helped in retaining staff. Yolanda Gonzales responded that it did help retain staff and management continues to work on retention strategies.

Yolanda added that we are hopeful that we'll continue to recruit using different strategies. She informed the Committee that we're currently working with Bakersfield College (BC) to provide educational classes at BPN. Unfortunately, BC lacks teachers, so Yolanda has volunteered to be an instructor.

Maritza Jimenez asked if CAPK provides tuition stipends? Yolanda responded that employees who qualify can receive reimbursement.

Maritza also inquired if CAPK has considered asking universities to provide continuing education information to our employees. Yolanda responded that it would be great to invite them to our upcoming job fair on April 28<sup>th</sup>. Robert added that Head Start is currently working with various universities on a possible upcoming event.

- b. Reclassification of Food Bank Positions and Update of the Organizational Chart – Susana Magana, Director of Health and Nutrition – **Action Item**

Susana Magana presented the above action item for approval.

Maritza Jimenez questioned the changes and requested clarity. Susana responded that these changes would bring employees in the current position to a higher grade with the possibility of future merit increases.

Nila Hogan asked if the current employees are responsible for the technical aspects of the program. Susana responded that the new system is an online-based ordering system and is a different model than what they are used to; however, the new system will allow staff to effectively utilize the database for more efficiency.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Mullings/Hogan).

- c. Updated Job Descriptions for Housing & Supportive Services – Rebecca Moreno, Director of Housing & Supportive Services – **Action Item**

Rebecca Moreno presented the above action item for approval.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Hogan/Perez).

## 5. Committee Member Comments

- Lisa McGranahan, Director of Human Resources, provided an update on current CAPK COVID policies. Lisa informed the Committee that CAPK received notice on March 31, 2023, that the courts rendered a decision that the COVID vaccine mandate to be unlawfully supported and enforceable in any state. Effective April 7, 2023, CAPK will no longer require employees to submit

to weekly testing, or require vaccine status as part of employment, including exemptions. Lisa added that this change will be brought to the Board along with changes to the COVID policies. The revised COVID policies will reflect OSHA's requirements. CAPK is moving ahead with the changes with the anticipation that there will not be appeals to this decision.

Lupe Perez asked if these changes will be applied to the whole agency, or just Head Start. Lisa responded that the adjustments will be made to the entire agency.

Jeremy Tobias added that CAPK leadership is recommending that current policies reflect only OSHA requirements and a full detailed report will be presented to the Board at the end of April.

- Lupe Perez inquired about Jerry Meade's recent loss and asked what can the Committee do. Yolanda responded that Jerry would like to honor his husband and his love for plants by starting a garden and suggested that if they feel inclined to contribute, they are most welcome to purchase a plant in memory of him.

#### **6. Next Scheduled Meeting**

Personnel Committee  
12:00 pm  
May 10, 2023  
5005 Business Park North  
Bakersfield, CA 93309

#### **7. Adjournment**

The meeting was adjourned at 12:26 pm.





## MEMORANDUM

To: Personnel Committee

From: Susana Magana, Director of Health and Nutrition

Date: April 5, 2023

Subject: *Agenda Item 4(b)*: Reclassification of Food Bank Positions and Update of Organizational Chart – **Action Item**

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The Food Bank management team is requesting approval to reclassify two clerk positions and process title changes for the positions within the Food Bank. In March 2023, the Food Bank management team conducted an exhaustive review of the Food Bank's current needs and the upcoming needs due to the Food Bank expansion.

### *Summary of Changes*

The proposed organizational chart update is to reclassify two of the three clerk positions and to process a title name change for the Agency Relations Coordinator to Agency Relations Supervisor and the Lead Administrative Clerk to Administrative Technician.

Human Resources (HR) has reviewed, graded, and reclassified two job descriptions and are being presented for approval. HR staff determined that the new Food Bank Volunteer Technician position and the new Food Bank Pantry Technician position will be a grade 5.

### *Fiscal Impact and Timeframe*

Although, these re-classifications change the grade from a 1 to a 5, there will be no impact to the budget because the current staff in the clerk positions already fall within the new grade schedule. For the two title name changes, job description and salary range are not changed currently; it simply standardizes title names across the program. These positions are supported by the current Fiscal Year (FY) 2022-2023 CAPK Food Bank budget allocation and are sustainable.

The reclassification of these two job descriptions coincides with the CAPK Strategic Goal #4 to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results. This is an ongoing project to review and revise all job descriptions of the CAPK Food Bank to help curb the high turnover rate and best support Food Bank program needs.

### **Recommendation:**

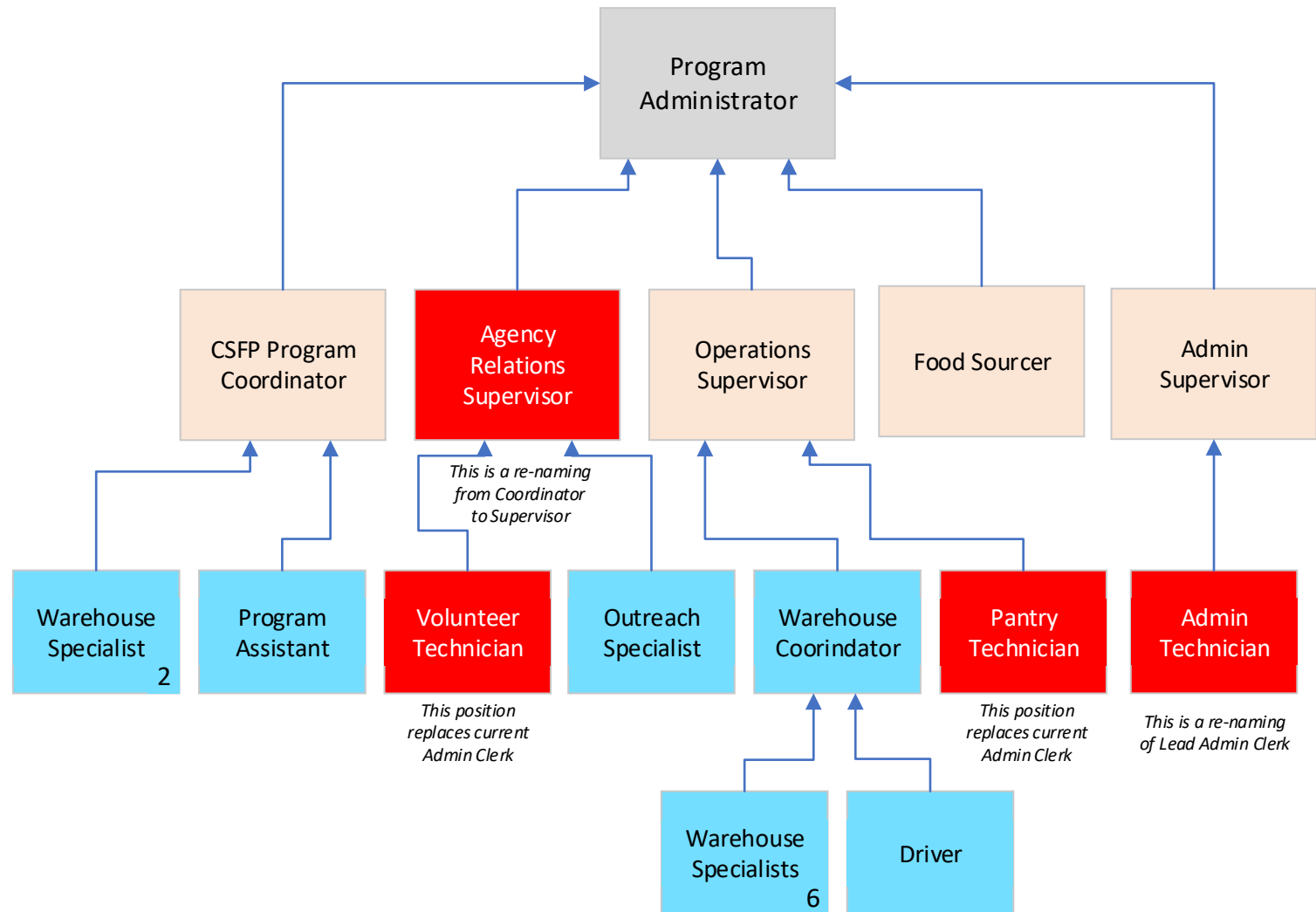
Staff recommend approval of the reclassified Food Bank Volunteer Technician and Food Bank Pantry Technician, title changes to the new positions listed above, and updated Food Bank organizational chart.

### **Attachments:**

*Food Bank Organizational Chart*

*Food Bank Volunteer Technician Job Description*

*Food Bank Pantry Technician Job Description*





## Food Bank Volunteer Technician

*Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**Salary Range:** Grade 5

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Under the direction of the Food Bank Agency Relations Coordinator, the Volunteer Technician is responsible for sourcing and recruiting volunteers, internal and external clients, and community members. The Volunteer Technician will oversee the Food Bank's volunteer program, data collection of availabilities and skills, and record volunteer hours served. This position will also work with food distribution site Technicians and volunteers.

### **SUPERVISION RECEIVED:**

Receives supervision from the Food Bank Agency Relations Coordinator.

### **SUPERVISION EXERCISED:**

Volunteers

### **DUTIES AND RESPONSIBILITIES:**

*Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **A. Essential Job-Specific Duties:**

- Under the direction of the Food Bank Agency Relations Coordinator and Food Bank Program Administrator, develops and implements the Volunteer Program for the Food Bank.
- Recruits and manages volunteers for routine and special events.
- Responsible for identifying partners and establishing agreements, formalizing partnerships, and sources of volunteers.
- Develop a policy and procedure manual for use by volunteers.
- Provides orientation and training to volunteers on a regular basis.
- In collaboration with the program Technicians, the Volunteer Technician assigns volunteers to various program Technicians and ensures productivity.
- Acts as the liaison between the Food Bank and the organizations referring volunteers to the Food Bank.
- Responsible for keeping detailed records of volunteer information, assignments, and hours of service.
- Prepares clear and concise reports pertaining to volunteers, as required.
- Works with Food Bank and CAPK staff to automate the recruitment of volunteers, e.g., creating a calendar of activities on the CAPK Food Bank website.
- Disseminates information for upcoming needs and events.
- Manage the Food Bank engagement with the CAPK volunteer management platform.
- Perform related duties at Food Bank locations as assigned.

**B. Other Job-Specific Duties:**

- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Must be able to work alternative schedules such as nights, weekends, and non-traditional hours.

**MINIMUM QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.*

**Knowledge of:**

- CAPK and Food Bank policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Food safety and sanitation.
- Data collection and reporting.
- Organizational practices.

**Ability to:**

- Communicate effectively, verbally, and in writing.
- Demonstrate good interpersonal skills.
- Display close mental and visual attention to detail.
- Work with frequent interruptions.
- Work well under pressure.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and volunteers.
- Effectively communicate with people of diverse socio-economic and educational backgrounds.
- Manage time effectively.
- Effectively organize and prioritize assigned work.
- Multi-task in a hectic environment.
- Work independently and in a team environment.

**EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum required knowledge and ability necessary to perform the duties of the position.*

- One (1) year of supervision in a volunteer or operations program.
- Experience in volunteering.
- Experience recruiting through various channels.
- One (1) year of experience in customer service
- Experience in proper food storage, handling, and inventory practices



### **OTHER REQUIREMENTS:**

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan fingerprinting, physical, substance abuse screening, TB, and all required vaccinations

### **WORK ENVIRONMENT:**

*The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.*

- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet.
- Hazards are minimal.

### **ESSENTIAL PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodation may be provided to enable employees with disabilities to perform essential duties.*

<b>POSITION TITLE: Food Bank Volunteer Technician</b>				
<b>Activity</b>	<b>Hours Per Day</b>	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	
Pushing & Pulling (left hand)			X	
Reaching (above shoulder level)			X	
Reaching (below shoulder level)			X	

	<b>LIFTING</b>			<b>CARRYING</b>		
	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>



0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x					

DRAFT



## Food Bank Pantry Technician

*Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**Salary Range:** Grade 5

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Under the direction of the Food Bank Operations Supervisor, the Pantry Technician is responsible for the full circle process of the Pantry Program beginning with receiving donations, processing, and listing items online, and receiving and filling online orders. The Pantry Technician will work with a team of volunteers to accomplish these and other any other tasks related to the Pantry Program.

### **SUPERVISION RECEIVED:**

Receives supervision from the Food Bank Operations Supervisor.

### **SUPERVISION EXERCISED:**

Volunteers

### **DUTIES AND RESPONSIBILITIES:**

*Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **A. Essential Job-Specific Duties:**

- Organize and manage the pantry processing area in an efficient way to accomplish receiving donations, processing, and fulfilling online orders.
- Responsible for the process of sorting and weighing donated items and then storing them appropriately for subsequent order fulfillment.
- Responsible for quality control of the donated items to ensure their viability and suitability for donation and consumption.
- Update the inventory control system (Primarius) with items and weights. It is the responsibility of the Pantry Technician to ensure on-hand inventory is accurately reflected in Primarius.
- Receive online orders and be responsible for order fulfillment before the order pick-up appointment time.
- Responsible for creating and managing a daily schedule of order pick-ups.
- Responsible for checking in and working with Agency Partners during pick-up appointments.
- Responsible for the movement of pantry-related items in and around the warehouse by utilization of equipment including forklifts, and pallet jacks.
- Accomplish other tasks or duties as assigned by the Operations Supervisor or Program Administrator.

#### **B. Other Job-Specific Duties:**

- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.





- Must be able to work alternative schedules such as nights, weekends, and non-traditional hours.

### **MINIMUM QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.*

#### **Knowledge of:**

- CAPK and Food Bank policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Food safety and sanitation.
- Data collection and reporting.
- Organizational practices.

#### **Ability to:**

- Communicate effectively, verbally, and in writing.
- Demonstrate good interpersonal skills.
- Display close mental and visual attention to detail.
- Work with frequent interruptions.
- Work well under pressure.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and volunteers.
- Effectively communicate with people of diverse socio-economic and educational backgrounds.
- Manage time effectively.
- Effectively organize and prioritize assigned work.
- Multi-task in a hectic environment.
- Work independently and in a team environment.

### **EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum required knowledge and ability necessary to perform the duties of the position.*

- One (1) year of supervision in a volunteer or operations program
- Experience with inventory control platforms
- Experience with Microsoft platforms (Word, Excel, etc.)
- Experience in volunteering
- One (1) year of experience in customer service
- Experience in proper food storage, handling, and inventory practices.

### **OTHER REQUIREMENTS:**

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan fingerprinting, physical, substance abuse screening,





TB, and all required vaccinations

### **WORK ENVIRONMENT:**

*The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.*

- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet.
- Hazards are minimal.

### **ESSENTIAL PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable employees with disabilities to perform essential duties.*

<b>POSITION TITLE: Food Bank Pantry Technician</b>				
<b>Activity</b>	<b>Hours Per Day</b>	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	
Pushing & Pulling (left hand)			X	
Reaching (above shoulder level)			X	
Reaching (below shoulder level)			X	

	<b>LIFTING</b>			<b>CARRYING</b>		
	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>
0-10 lbs			X			X
11-25 lbs			X			X
26-50 lbs			X			X
51-75 lbs	X			X		

Food Bank Pantry Technician



76-100 lbs	x			x		
100+ lbs	x			x		

DRAFT



## MEMORANDUM

To: Personnel Committee

From: Rebecca Moreno, Director of Housing & Supportive Services

Date: April 5, 2023

Subject: *Agenda Item 4(c)*: Updated Job Descriptions for Housing & Supportive Services - **Action Item**

---

The M Street Navigation Center is requesting approval of the updated job description to the Housing Services Program Specialist and the reinstatement of the former CES Supervisor job description for the CES program.

### ***Summary of Changes***

After operating the low barrier navigation center for over two years, and with the addition of the Safe Camping/Parking projects, the Housing & Supportive Services leadership team have identified the need to include additional responsibilities and requirements to the Homeless Services Program Specialist. The updated job description was approved by Human Resources and was pointed at a grade 7 (previously a grade 6) in the CAPK compensation schedule and was retitled to Housing Services Program Specialist.

### ***Fiscal Impact and Timeframe***

The M Street leadership team has been working with Human Resources, Finance, and the County's CAO's office to promote staff retention and ensure that the great work the M Street Navigation staff have done continues. A proposed personnel budget with the reclassifications will be sent to the CAO's Office for discussion and approval. The proposed changes would increase the annual staffing budget of \$1,098,925 to \$1,196,659, which includes an annual merit increase of 3% and the projected COLA increase of 5.6%, for a total increase of \$97,734.00. The re-establishment of the CES Supervisor does not have a financial impact on the CES personnel budget.

### ***M Street Personnel Budget in Review***

<b>FY 2021-2022</b>	<b>Grade Scale</b>	<b>Pay Range</b>
Program Manager	10	\$25.81-\$44.51
Operations Supervisor	8	\$19.52-\$29.26
Services Supervisor	8	\$19.52-\$29.26
Program Coordinator	6	\$16.76-\$22.68
Volunteer Coordinator	6	\$16.76-\$22.68
Program Specialist	6	\$16.76-\$22.68

# **Place Holder**

Housing & Supportive Services Division

Organization Chart

Homeless Navigator	4	\$14.50-\$19.64
Homeless Navigator	4	\$14.50-\$19.64
Homeless Navigator	4	\$14.50-\$19.64
Homeless Navigator	4	\$14.50-\$19.64
Homeless Navigator	4	\$14.50-\$19.64
Homeless Food Prep Lead	2	\$14.00-\$16.98
Homeless Food Prep Assistant	2	\$14.00-\$16.98
Shelter Worker	2	\$14.00-\$16.98
Shelter Worker	2	\$14.00-\$16.98
Custodian	1	\$14.00-\$15.79
Custodian	1	\$14.00-\$15.79
<b>Total Staff: 17 FTE</b>		

<b>FY 2022-2023</b>	<b>Grade Scale</b>	<b>Pay Range</b>
Program Administrator	12	\$34.90-\$52.34
Operations Manager	10	\$26.40-\$39.58
Services Supervisor	9	\$22.93-\$34.43
Program Coordinator	6	\$17.14-\$23.20
Volunteer Coordinator	6	\$17.14-\$23.21
Program Specialist	7	\$18.43-\$24.94
Homeless Navigator	6	\$17.14-\$23.21
Homeless Navigator	6	\$17.14-\$23.22
Homeless Navigator	6	\$17.14-\$23.23
Homeless Navigator	6	\$17.14-\$23.24
Homeless Navigator	6	\$17.14-\$23.25
Food Prep Coordinator	6	\$17.14-\$23.26
Homeless Food Prep Lead	3	\$15.50-\$18.69
Shelter Worker	4	\$15.50-\$20.09
Shelter Worker	4	\$15.50-\$20.10
Shelter Worker	4	\$15.50-\$20.11
Driver	1	\$15.50-\$16.15
Custodian	1	\$15.50-\$16.15
<b>Total Staff: 18 FTE</b> 2.28% COLA		

<b>FY 2023-2024</b>	<b>Grade Scale</b>	<b>Pay Range</b> <i>*Pay range does not yet reflect new COLA</i>
Program Administrator	12	\$34.90-\$52.34
Operations Manager	10	\$26.40-\$39.58
Services Supervisor	9	\$22.93-\$34.43
Program Coordinator	7	\$18.43-\$24.94

Volunteer Coordinator	7	\$18.43-\$24.94
Program Specialist	7	\$18.43-\$24.94
Homeless Navigator	6	\$17.14-\$23.21
Homeless Navigator	6	\$17.14-\$23.22
Homeless Navigator	6	\$17.14-\$23.23
Homeless Navigator	6	\$17.14-\$23.24
Homeless Navigator	6	\$17.14-\$23.25
Food Prep Coordinator	6	\$17.14-\$23.26
Homeless Food Prep Lead	3	\$15.50-\$18.69
Shelter Worker	4	\$15.50-\$20.09
Shelter Worker	4	\$15.50-\$20.10
Shelter Worker	4	\$15.50-\$20.11
Driver	2	\$15.50-\$16.15
Custodian	2	\$15.50-\$17.37
<b>Total Staff: 18 FTE</b> 5.6% COLA		

KEY
Shows title change
Shows pay grade change
Projected grade pending approval.

This agreement aligns with CAPK's enduring mission to address critical needs in the community, and Strategic Goal #4 to increase employee engagement, morale, and retention.

**Recommendation:**

Staff recommends that the Personnel Committee approve the Housing Services Program Specialist job description and the reinstatement of the CES Supervisor.

**Attachments:**

*Housing & Supportive Services Organizational Chart*  
*Housing Program Specialist Job Description*  
*CES Supervisor Job Description*



## Housing Services Program Specialist

*Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**Salary Range:** Grade 7

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Under the supervision of the Program Supervisor and in coordination with the Housing Navigators the Housing Services Program Specialist will develop and maintain relationships with agencies and community groups who provide community, health, and housing services in Kern County. Assists in the maintenance and training of the Housing Navigators in HMIS, CRM, and other online databases. Support the Housing Navigator in providing advocacy, assist with connection to benefits, and housing. The primary goal is to work with individuals experiencing homelessness to obtain housing readiness documentation and enter data into the homeless management information system. Administer assessment tools, facilitate referrals and resources, and connect clients to social service resources. The Housing Services Program Specialist will work as part of a larger team within the Bakersfield Kern Regional Homeless Collaborative (BKRHC).

### **SUPERVISION RECEIVED:**

Program Supervisor

### **SUPERVISION EXERCISED:**

None

### **DUTIES AND RESPONSIBILITIES:**

*Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Conduct appropriate assessments (QRT and VI-SPDAT), enter clients in the Coordinated Entry System (CES) and input client's data into the Homeless Management Information System (HMIS) database for all clients receiving homeless services.
- Maintain communication with CES staff, homeless service providers, and related resources about status and client progress.
- Enter data into the HMIS system for shelter and housing placement, including case management and follow-up to complete client profile.
- Work closely with Housing Navigator to minimize errors and duplicate entries.
- Assist in data collection and reporting.
- Work directly with homeless service providers and designated community service providers.
- Assist with and participate in weekly conference calls with homeless services providers and the CES.
- Assist with and participate in monthly By Name List (BNL) case conferencing calls for the Built for Zero working group.
- Complete intake, exit, and stay interviews with clients.

- Maintain case management documentation and forms, including to ensure that all standards, regulations, and best practices are followed per policy and procedures.
- Coordinates and provides training to new and existing Housing Navigators.
- Assists with preparation of reports, and participation in the design of new systems.
- Provides necessary information, problem assessment, referral, and follow up appropriate to client's and provider's needs.
- Contacts resources, including providers, to facilitate service delivery.
- Utilizes professionalism in working with community resources, providers, and others.
- Represents the Homeless Services Division through public presentations in the community and committee participation, which may include evenings and weekends.
- Comply with the policies and procedures under the BKRHC/CoC, HUD, and all other related guidelines for the CES program.
- Ensure program follow-up is completed in a timely manner.

**Other Job Specific Duties:**

- Assist and participate in BKRHC meetings and trainings.
- Prepares, conducts, and attends all meetings, trainings, and conferences as assigned.
- Other duties and special projects as assigned.
- Must be able to work alternative schedules such as nights, weekends, and holidays.

**MINIMUM QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.*

**Knowledge of:**

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations,
- Departmental policies and procedures.
- Windows based computer applications, including Excel, PowerPoint, Word, and Outlook.
- Current problems of the homeless and socially and economically challenged individuals.

**Ability to:**

- Multitask in a high stress environment, with focused attention to the client's needs.
- Analyze problems and identify alternative solutions.
- Utilize correct grammar and spelling.
- Plan and implement developmentally appropriate routines and activities.
- Plan, organize, and allocate resources.
- Work independently.
- Work with accuracy and attention to detail.
- Prepare clear and concise reports.
- Exercise sound, independent judgment within general policy guidelines.
- Provide guidance, interpret, and explain policies and procedures.
- Speak at public engagements on issues related to homelessness.
- Maintain professional relationships with diverse groups and community representatives.
- Work with diverse populations whose circumstances may include mental illness, drug addiction, health issues, and other socioeconomic and environmental factors.
- Understand and apply written regulations and instructions.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment, including multi-line phone system.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with other people.



- Communicate effectively, verbally and in writing.

### **EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.*

- Associates degree in health and human services, social services, database programing, or related field.
- Up to one (1) year of experience working with the homeless or other social service-related field.
- Knowledge of Kern County health and social services preferred.
- Any equivalent combination of education and/or experience may be acceptable on a year-to-year basis.

### **OTHER REQUIREMENTS:**

- Successful completion of live scan fingerprinting, physical, substance abuse screening, TB, and all required vaccinations
- Possession of a valid California's driver's license and state approved insurance with an acceptable driving record, substantiated by a DMV printout.
- Fully fluent in English and Spanish desirable.
- Must be able to obtain Agency wide certifications, to include but not limited to, CPR and NARCAN.

### **WORK ENVIRONMENT:**

*The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.*

- Work is primarily performed indoor/outdoor.
- Noise level is moderate.
- Hazards are relevant to the work environment.

<b>POSITION TITLE   Housing Services Program Specialist</b>				
<b>Activity</b>	<b>Hours Per Day</b>	<b>NEVER 0 HOURS</b>	<b>OCCASIONALLY UP TO 4 HOURS</b>	<b>FREQUENTLY 4-8 HOURS</b>
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X

Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X			X		



## CES Supervisor

*Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**Salary Range:** Grade 9

**FLSA Status:** Exempt

**Date Approved:** 3/31/2021

### **SUMMARY:**

Under the direction of the CES Program Manager, supervise the day-to-day operations of the CES program/staff, specifically related to CES and HMIS, case management, including CRM specific programs, and provider and client support. Will provide a successful and supervised setting for staff, providers, volunteers and clients, on-going follow-up services and assessment on data reporting and collection and case management. Will also facilitate the progress of the CES program and partner support. Responsible for maintaining compliance with all applicable regulations, policies and procedures, and program related contracts and reporting.

### **SUPERVISION RECEIVED:**

CES Program Manager

### **SUPERVISION EXERCISED:**

Housing Services Program Specialist, Housing Navigator

### **DUTIES AND RESPONSIBILITIES:**

*Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Responsible for monitoring day-to-day operations and staff specifically related to CES and HMIS, case management, including CRM programs, provider and client support to ensure compliance with federal, state, and local regulations, including indoor and outdoor environments.
- Ensures ongoing communication with staff and leadership in a timely manner.
- Addresses all staff, volunteer, provider, and client concerns under the direction of the CES Program Manager.
- Monitors related and/or assigned electronic reports to ensure all mandatory requirements are met.
- Prepares and submits accurate and timely reports, assessments, and correspondence, as required.
- Ensures maintenance of required program files.
- Adheres to the American with Disabilities Act (ADA 1992), which prohibits discriminatory actions toward children and/or adults with disabilities.
- Works in collaboration with staff and providers to mentor staff and volunteers in implementing strategies, techniques, and/or recommendations.
- Responsible for providing document planning, training, and program implementation.
- Provides technical assistance and guidance to staff, providers, and community/volunteers.
- Responsible for requisitioning appropriate supplies and materials for the department.



- Conducts performance evaluations based on measurable and objective criteria.
- Ensures that personal and professional development plans are implemented for supervised staff.
- Completes disciplinary plans of action, as identified, to maintain program compliance.

**Other Job Specific Duties:**

- Assists in interviewing, hiring, training, evaluating, and mentoring staff, volunteers, and providers, as appropriate.
- Ensure client records, individual case files, daily log, and service statistics are maintained in an accurate and timely manner.
- Schedules staff and works alternative hours as required, including nights and weekends.
- Prepares, conduct, and attends all meetings, trainings, and conferences, as assigned.
- Maintains a safe and functional work environment.
- Is proactive, in cooperation with other staff, partners, volunteers, and clients, in achieving CES program goals.
- Performs other tasks as may be required for the efficient operation of the comprehensive, integrated CES program.

**MINIMUM QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.*

**Knowledge of:**

- Correspondence and report writing practices and procedures.
- Current problems of the homeless and socially and economically challenged families.
- The contributions of volunteers and clients who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.

**Ability to:**

- Demonstrate good interpersonal skills.
- Work as a positive team member
- Communicate effectively, verbally and in writing.
- Work with conceptual matters.
- Plan, organize, and allocate resources.
- Effectively present CES/Housing Program services to the public.
- Establish professional working relationships with staff, vendors, partners, and volunteers.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations.
- Reasonably obtain knowledge of Agency and departmental policies and procedures.

**EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.*

- Associate degree from any accredited college or university with major in one of the social services, psychology, or other related field.



- At least two (2) years' supervisory experience.
- Experience working with the homeless and economically challenged.

#### **OTHER REQUIREMENTS:**

- Bilingual language fluency (English/Spanish) desired.
- Possession of a valid California Driver's license, current automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Must have reliable transportation during work hours.
- Must be able to obtain applicable certifications/licensing relating to homeless programming, as appropriate.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

#### **WORK ENVIRONMENT:**

*The work environment characteristics described are representative of those employees' encounters in performing the essential functions of this job.*

- Work is primarily performed indoors/outdoors.
- Noise level is moderate.
- Hazards are relevant to the work environment.

#### **ESSENTIAL PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodation may be provided to enable employees with disabilities to perform the essential duties.*

POSITION TITLE CES Supervisor				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (waist)				X
Is repetitive use of hand required?				X
Simple Grasping (right hand)				X
Simple Grasping (left hand)				X
Power Grasping (right hand)			X	
Power Grasping (left hand)			X	
Fine Manipulation (right hand)				X
Fine Manipulation (left hand)				X
Pushing & Pulling (right hand)			X	



Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X			X		



DATE	April 12, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

## Program Review & Evaluation Committee Minutes

### 1. Call to Order

Committee member Yolanda Ochoa called the meeting to order at 12:04 pm in person with an opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

### 2. Roll Call

Roll call was taken with a quorum present.

Present: Jimmie Childress, Mia Cifuentes, Yolanda Ochoa, and Ana Vigil (arrived at 12:10 pm).

Absent: Marian Panos

Others Present: Jeremy Tobias (CEO), Yolanda Gonzales (Director of Head Start), Freddy Hernandez (Director of Youth & Community Services), Rebecca Moreno (Director of Housing Services), Pritika Ram (Chief Business Development Officer), Emilio Wagner (Director of Operations), Tracy Webster (Chief Financial Officer), and other CAPK staff.

### 3. Public Comments

No one addressed the Committee.

### 4. Program Presentation

#### a. Information Systems – Ryan Dozier, IT Administrator

Ryan Dozier and his team provided a presentation that gave an overview of CAPK Information Systems.

Yolanda Ochoa asked when IS will be available for the navigation center. Annette Lopez explained that they are in the development stage and should be ready in May.

### 5. New Business

#### a. March 2023 Program Reports – Pritika Ram, Chief Business Development Officer - **Action Item**

Pritika Ram presented the March 2023 Program Reports for approval and provided notable highlights.

Pritika Ram reported that there have been 9 individuals year-to-date that have moved from safe camping to permanent housing.

Yolanda Ochoa commented that she would like to see CAPK do more outreach in rural areas such as Ridgecrest, Cal City, Mojave, and Lake Isabella. Ana Vigil requested CAPK partner with resource centers already established in other cities.

Motion was made and seconded to approve the March 2023 Program Reports. Carried by unanimous vote (Childress/Ochoa).

- b. March 2023 Application Status Report & Funding Profiles – Vanessa Mendoza, Grant Administrator – **Action Item**

Vanessa Mendoza presented the above action item for approval.

Ana Vigil asked about the dental services provided by the M Street Navigation Center. Laurie Hughey confirmed that the dentist provides all dental services once a month and that items like toothbrushes and toothpaste are always in need.

Motion was made and seconded to approve the March 2023 Application Status Report & Funding Profiles. Carried by unanimous vote (Childress/Cifuentes).

- c. March 2023 Head Start / State Child Development Enrollment Update & Meals Report – Robert Espinosa, PDM Administrator - **Action Item**

Robert Espinoza presented the above action item for approval.

Motion was made and seconded to approve the March 2023 Head Start/State Child Development Enrollment Update & Meals Report. Carried by unanimous vote (Childress/Cifuentes).

- d. 2021 – 2025 Strategic Plan Update – Goal #5, Emilio Wagner, Director of Operations - **Info Item**

Emilio Wagner presented the above info item and provided updates on the progress achieved for goal 5.

## 6. Committee Member Comments

- Yolanda Ochoa expressed her concern about the new Food Bank online ordering system. Now that orders are made online, customers can no longer see what they need. Kelly Lowery said that the system is very new, and staff will work to address these issues and any other issues that may arise.
- Mia Cifuentes congratulated the Foundation on the success of the kick-off mixer held on March 30th.

## 7. Next Scheduled Meeting

Program Review & Evaluation Committee  
12:00 pm  
May 17, 2023  
5005 Business Park North  
Bakersfield, CA 93309

## 8. Adjournment

The meeting was adjourned at 1:09 pm.





## **March 2023 Program Monthly Reports**

PRE Committee April 2023



## **Community Development**

Coordinated Entry Services

M Street Homeless Navigator Center

**Community Action Partnership of Kern  
Monthly Report 2023**

<b>Month</b>	March-23	<b>Program/Work Unit</b>	Coordinated Entry Services (CES)		
<b>Division/Director</b>	Rebecca Moreno	<b>Program Manager</b>	Joseph Aguilar		
<b>Reporting Period</b>	January 1, 2023 - December 31, 2023				
<b>Program Description</b>					
Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES and Kern County.					
<b>Homeless Referrals/Assessments (SRV 7c)</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern County	1,204	3,190	14,000	103%	23%
<b>Total Calls</b>	<b>1,204</b>	<b>3,190</b>	<b>14,000</b>		
<b>Pending Assessments</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern Pending contact/call back	0	0	15	-	-
<b>Performance: Number of applicants who received a response within 24 Hours</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern County	1,087	2,804	11,000	1.185818	25%
<b>Explanation (Over/Under Goal Progress)</b>					
<b>Program Strategic Goals</b>		<b>Progress Towards Goal</b>			
1. Make CES more accessible for rural and non-shelter homeless individuals		CES is now going to shafter and lake Isabella. Conversations over having CES at Oasis Center. CES is completing homeless verifications for unsheltered families and singles in vehicles.			
2. Increase staff recruitment and retention.		Continued HR Conversations			
3. Build provider network support with KHS-CES		KHS and CES have moved to production via KHS portal, and are now moving to only meeting once a month.			
<b>Program Highlights</b>					

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit		M Street Navigation Center		
Division/Director	Rebecca Moreno		Program Manager	Laurie Hughey		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to unsheltered individuals with pets and partners.						
Shelter Services		Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)		140	393	1,000	168%	39%
Total Clients Served		243	662	2,400	122%	28%
Pets (i.e., kennel, emotional support assistance and service pet)		8	21	100	96%	21%
Residents Under 90 days length of stay		92	241	700	158%	34%
Exits to Permanent Housing (FNPI 4b)		17	45	100	204%	45%
Exits-Self		22	54	150	176%	36%
Exits-Involuntary		70	188	700	120%	27%
Case Management Services (SRV 7a)		754	1,912	8,000	113%	24%
Critical Incidents		43	84	250	206%	34%
Shelter Residents Meals (SRV 5ii)		5,586	18,670	60,000	112%	31%
Number of Volunteers ( <i>duplicated</i> )		89	238	100	1068%	238%
Volunteers Hours ( <i>duplicated</i> )		405	965	1,500	324%	64%
Safe Camping		Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served (SRV 7b)		85	245	500	204%	49%
Current client census		54	165	300	216%	55%
Meals (SRV 5ii)		2,827	8,536	15,000	226%	57%
Pets		19	51	75	304%	68%
Clients moved to Shelter (SRV 4m )		0	2	50	0%	4%
Exits to Permanent Housing (FNPI 4b)		5	9	40	150%	23%
Exits-Self		6	14	50	144%	28%
Exits-Involuntary		14	38	75	224%	51%
Critical Incidents		4	14	100	48%	14%
Safe Parking		Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served		15	22	50	192%	44%
Current client census		8	22	50	0%	44%
Clients moved to Shelter (SRV 4m )		0	0	25	0%	0%
Explanation (Over/Under Goal Progress)						
Safe Camping/parking- clients are not interested in moving into the shelter. 5 clients moved into permanent supportive housing from Safe Camp.						
Program Strategic Goals		Progress Towards Goal				

**Community Action Partnership of Kern  
Monthly Report 2023**

1. Number of clients participating in job training program, (i.e. Project Hire-Up, financial Literacy, Recycling Lives, Open Door Network)	3 clients participated in Project Hire-Up, 2 graduated from Project Hire-Up this cohort #8. 13 clients actively employed in various jobs out in the community, 14 completed the Financial Literacy class with Chase Bank.
2. Increase job retention/recruitment at M street by (1) developing job descriptions that accurately reflect job performance and (2) regrading/classification of job descriptions.	There are 4 remaining job descriptions that need to be reposted Custodian, Volunteer Coordinator, Program coordinator and Transport Driver. Director of Housing and Supported Services will be presenting those job descriptions at the next Personal Committee meeting on 4/5/23.
3. Amend M Street policy & procedure manual, intake packet post Covid.	The M Street packets have been submitted for review, still under corrections from leadership. PA is reviewing the P & P's to make adjustments for current program procedures.
4. Increase the number of clients who transition to permanent housing by 15% from the prior year (2022 - 99) to 114 clients.	45 clients from M Street have been exited to permanent supportive housing, and 9 clients from Safe Camping since January 2023.

**M Street Navigation Center - Client Demographic Information**

Race Demographic	Month
18 - 24	22
25 - 34	49
35 - 44	61
45 - 54	58
55 - 61	31
62+	22
<b>Total:</b>	<b>243</b>

Race Demographic	Month
American Indian or Alaska Native	4
Asian	3
Black or African American	52
Native Hawaiian or Other Pacific Islander	3
White	175
Multiple races	6
Client Don't know / Refused	-
No Answer	-
<b>Total:</b>	<b>243</b>

Gender	Month
Female	100
Male	141
Trans Female (MTF or Male to Female)	-
Trans Male (FTM or Female to Male)	-
Gender Non-Conforming (i.e. not exclusively male or female)	2
Client doesn't know	-

Zip Code	Month	Zip Code	Month
93301	50	90056	1
93304	32	95336	1
93305	26	93250	1
93306	14	93501	1
93307	23	93257	1
93308	31	92410	1
93309	7	92105	1
93311	3	92117	1
93313	2	92675	1
93314	3	93103	1
90212	1	93263	1
93515	1	93268	1
93205	1	93280	1
91502	1	93283	1
93206	1	93285	1
93505	2	89102	1
92234	1	45426	1
95307	1	97224	1
93240	1	19143	1
93241	1		
Not specified	22		
<b>Total</b>			<b>243</b>

**Community Action Partnership of Kern  
Monthly Report 2023**

Client refused	-
No Answer	-
<b>Total:</b>	<b>243</b>

**Safe Camping - Client Demographic Information**

<b>Race Demographic</b>	<b>Month</b>
18 - 24	4
25 - 34	19
35 - 44	24
45 - 54	20
55 - 61	13
62+	5
<b>Total:</b>	<b>85</b>

<b>Race Demographic</b>	<b>Month</b>
American Indian or Alaska Native	0
Asian	1
Black or African American	12
Native Hawaiian or Other Pacific Islander	0
White	72
Multiple races	0
Client Don't know / Refused	-
No Answer	
<b>Total:</b>	<b>85</b>

<b>Gender</b>	<b>Month</b>
Female	37
Male	48
Trans Female (MTF or Male to Female)	
Trans Male (FTM or Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
<b>Total:</b>	<b>85</b>

<b>Zip Code</b>	<b>Month</b>	<b>Zip Code</b>	<b>Month</b>
93301	5		
93304	2		
93305	19		
93306	6		
93307	6		
93308	18		
93309	4		
93313	2		
93215	1		
93244	1		
93238	1		
93556	1		
58801	1		
Not specified	18		
<b>Total</b>			<b>85</b>

**Program Highlights**



## **Health and Nutrition Services**

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit		CalFresh Healthy Living		
Division/Director	Susana Magana		Program Manager	Alan Rodriguez		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The CalFresh Healthy Living (CFHL) program, Funded by the USDA and administered by CDSS, improves the nutritional health of low-income Kern County residents by providing access to nutrition education, physical activity education, and leadership within community collaboratives that focus on health and nutrition. The program does this by providing Direct Education classes, Indirect Education materials and resources, and Policy Systems and Environmental Changes (PSE's). CFHL has 3 subcontractors that assist in carrying out the goal of educating the student population.						
Supplemental Nutrition Assistance Program-Education(SNAP-Ed) eligible participants, receiving Nutrition Education 10/1/2022-9/30/2023 (FNPI 5a) (SRV 5ff).	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Community Action Partnership of Kern (CAPK) Direct Education provided.	42	90	2,000	25%	5%	
Kern County Superintendent of Schools (KCSOS) Subcontractor Direct Education provided.	410	1,330	2,000	246%	67%	
Kernville Unified School District (KUSD) Subcontractor Direct Education provided.	165	253	1,000	198%	25%	
Lamont Elementary School District (LESD) Subcontractor Direct Education provided.	201	674	1,000	241%	67%	
Complete the Healthy Food Pantry Assessment Toolkit (HFPAT) to identify potential growth opportunities for 6 different food pantries.	0	1	6	0%	17%	
Cumulative Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.	2238	4,404	30,000	90%	15%	
Explanation (Over/Under Goal Progress)						
In March 2023 there was more progress on Direct Education with CFHL's 3 subcontractors. However, CFHL lost 2 staff which resulted in less Direct Education efforts during the month of March. Interviews were conducted and new staff will be onboarded around mid-April. Even with a 20% decrease in staff, the CFHL was still able to maintain its community event commitments and gave over 1,500 resources (Indirect Education information). Staff have completed 1 HFPAT with Laborers of the Harvest Food Pantry and have identified First Prespertayan as the next/updated HFPAT that will be completed.						
Program Strategic Goals		Progress				



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Minimize staff turn-over and become fully staffed.	The CFHL team is currently onboarding 2 Health Educator staff. Those educators are expected to join the CFHL team around April 10th, 2023. CFHL also received 2 resignations in the month of March which currently left the team at 60% capacity. CFHL Administrator will be running the remaining health educator position again in April in search of 1 more Staff member. At the end of April 2023 the CFHL program will be at least 90% staffing capacity.
Partner with community agencies and collaboratives that are SNAP-Ed approved, including other CAPK Programs, to increase the amount of Direct Education, Indirect Education, and PSE's which improve the opportunities for the SNAP-Ed eligible population to have healthy food choices, physical activity, and nutrition information.	In the Month of March 2023, CFHL conducted Direct Education classes for Owen's Valley and the Wasco Library. CFHL also provided indirect education during community events in include CSUB, Cirugia Sin Fronteras, Lamont/Weedpatch Health & Resource Carnival, and the F St. Farmers Market amongst others. CFHL is looking to expand Direct education classes for the community when staffing capacity increases.
Progress with assessing Food Pantries and the progress in partnering in implementing improvement measures based on the data of the Healthy Food Pantry Assessment Toolkit (HFPAT).	CFHL completed the HFPAT for Laborers of the Harvest. CFHL has contacted First Presbyterian Food Pantry to renew their HFPAT and work on new goals as well. This HFPAT will be concluded in the month of April. CFHL attended and presented at the CAPK Food Conference and was able to use First Presbyterian Food Pantry as a model pantry. CFHL team networked and will be following up to make appointments to complete HFPATs with other pantries that are interested in transforming their pantry to a trauma-informed model.
Create a new Food Pantry Collaborative in Kern County where Pantries can collaborate, plan, and discuss ideas to improve services and strategically plan for encouraging Nutrition based decisions for clients.	The following meeting will be held on April 10th, 2023. CFHL is excited to grow this collaboration and to expand the NPP program and the number of HFPATs conducted. The Kern County Food Pantry Collaborative was promoted at the March Food Bank Conference and other pantries signed up to be a part of this new collaborative.
<b>Program Highlights</b>	
<p>CAPK CFHL met with funded partners to host the quarterly CNAP meeting which was held on 3/23/23 from 10-11:30 AM and focused on creating Nutritional goals for Kern County, which are being used in the development of the new Integrated Work Plan (IWP) for Fiscal Years' 2024-2026. CFHL-funded partners began meeting biweekly and transitioned into weekly meetings by the end of March 2023. The IWP will be submitted by April 20th, 2023. CAPK CFHL also purchased and attended a program that assists in improving attendance in Farmers Market name Farmer's Market Food Navigator Program. This program shared best practices on how Food Navigators/CFHL can strategically work alongside Farmer's markets to increase attendance. The training was also given to 2 local farmer's Market staff who focus on the low-income population. CFHL management also conducted interviews to fill vacant positions and help the program meet its goals. 2 new staff will be onboarded around April 10th, 2023. Lastly, CFHL attended and supported the Rosamond Community Resources fair and attended and presented at the CAPK Food Bank Conference which was aimed to promote the program and build more partnerships with Food Pantries.</p>	

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit	Food Bank			
Division/Director	Susana Magana		Program Manager	Kelly Lowery		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The Food Bank provides food assistance to low-income families and individuals through a network of more than 150 agency partner distribution sites across Kern County.						
TEFAP	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	0	Not Available	36,959	500,000	0%	
Pounds Distributed	761,131	2,139,202	877,166	9,500,000	96%	23%
Pantry Program	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	0	Not Available	Not Available	1,000,000	0%	
Pounds Distributed	346,386	824,286	233,225	5,000,000	83%	16%
Fresh Rescue	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	19,572	52,555	25,661	150,000	157%	35%
Pounds Distributed	187,890	504,527	246,342	2,000,000	113%	25%
CSFP	Month	YTD	This Month Last Year	Month Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	4,951	14,101	3,763	4,800	103%	294%
Pounds Distributed	158,432	451,232	127,942	177,600	89%	254%
Free Farmers Markets	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Non-Duplicated)</i>	9,388	28,913	4,092	150,000	75%	19%
Pounds Distributed	75,317	197,119	68,113	1,000,000	90%	20%
Brighter Bites	Month	YTD		Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	6,800	14,158		17,500	466%	81%
Pounds Distributed	29,299	77,569		300,000	117%	26%
Snack Attack	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	241	619	222	2,000	145%	31%
Pounds Distributed	965	2,475	888	10,000	116%	25%
Community Events & Other	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served <i>(Duplicated)</i>	26,575	68,241	34,421	750,000	43%	9%
Pounds Distributed	127,558	327,556	165,222	1,000,000	153%	33%
Totals	Month	YTD		Annual Goal	Month Progress	Annual Progress
Total Individuals Served	67,527	187,900		2,574,300	31%	7%
Total Pounds Distributed (SRV 5jj)	1,686,978	4,523,966		22,000,000	92%	21%
Volunteers (SRV 6f)	Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (e.g., paid partnership though service providers, duplicated)	24	47	11	250	115%	19%
Other Volunteers (i.e., general public, duplicated)	142	387	81	1,500	114%	26%

**Community Action Partnership of Kern  
Monthly Report 2023**

Explanation (Over/Under Goal Progress)	
Total and YTD individuals served	
2023 Program Strategic Goals	Progress Towards 2023 Strategic Goals
Cultivate strong relationships with organizations working on food insecurity including the food policy council.	A secondary meeting was held in conjunction with the Blue Zones project. Food Council-specific meeting scheduled for April.
Re-configure the pantry program from on-site shopping to online ordering.	Additional pantries began online ordering in March as part of the soft roll out. Training was provided for all agency partners in attendance at the partner conference on 3.21.
Create additional access points in the county by adding new pantries as well as providing night and weekend pantry access.	We added 1 pantry this month. Our total pantry partner count is: 128.
Develop a classification system for measuring, tracking and increasing the nutrition level of the food distributed.	Classification of food in nutritional categories to begin in Q3.
Develop a direct to client home delivery program for emergency food assistance.	Development of this program is set to begin in Q4.
Program Highlights	
In March, we had our Agency Partner Conference where we hosted a gathering of 270 individuals representing about 115 of our agency partners. We provided updates and training related to the movement of the pantry program to the online ordering model. Additionally, agencies were able to submit paperwork and handle renewals.	

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit		Migrant Childcare Alternative Payment (MCAP)		
Division/Director	Susana Magana		Program Administrator	Laura Porta		
Reporting Period	January 01, 2023 to December 31, 2023					
Program Description						
The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.						
Services		Month	YTD	Goal	Month Progress	Annual Progress
Number of Child Enrollments		193	500	500	463%	100%
Childcare Providers (SRV 7f )		26	60	120	260%	50%
MCAP Subsidies (SRV 7e )		Month of Feb processed in March	YTD	Goal	Month Progress	Annual Progress
Provider Payments-Subsidies Expended		\$1,574,471.24	\$ 4,914,903	\$14,000,000	135%	35%
MCAP FY 2022 / 2023 Progress		Current Month	FYTD	Goal	Month Progress	Annual Progress
Child Enrollments		193	1993	2300	8.39%	86.65%
Provider Payments-Subsidies Expended		\$1,574,471.24	\$ 8,906,454	\$21,500,000	88%	41%
Explanation (Over/Under Goal Progress)						
The Migrant Childcare Alternative Payment (MCAP) program continues to make significant efforts in reaching new service areas, enrolling eligible families and meeting the Fiscal Year program enrollment goals. This month, our team faced significant challenges in our enrollment efforts due to the current weather conditions. Our families are facing significant challenges finding employment, due to the rain and this results in slower enrollments and PT care due to seeking employment. Despite this, our team was able to enroll a total of 193 children for a total active enrollment of 1993 children receiving services.						
Program Strategic Goals		Progress Towards Goal				
1. Fill Staff Vacancies.		We are happy to announce that in the month of February we conducted interviews for our Madera office specialist. The position was offered, accepted and we welcomed our 2nd FSS for the Madera County in March. Our program has no open positions at this time.				
2. Staff Retention and Training		Management has continued with the monthly training sessions to ensure program compliance, enhance staff knowledge, professional development and job satisfaction in our team.				

**Community Action Partnership of Kern  
Monthly Report 2023**

3. Contingency Staffing Plan & Solidify Program Growth.	Our program currently has no job openings and all recently hired personnel is now fully trained and contributing with their efforts to fully earn our program's contract for the current FY.
With the support of our Finance and Procurement Departments, MCAP was able to purchase six (6) new vehicles to replace 20 year old/non-operational vehicles. These vehicles will help us satisfy the transportation needs of our program and enhance our ability to offer family enrollments in the family's home when transportation is an issue. This will also enhance our ability to conduct outreach activities and reach more eligible families. Further, our program continues to operate without a waiting list and all eligible families are being enrolled immediately upon submitting the required documents.	

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit	Women Infants & Children (WIC) Nutrition		
Division/Director	Susana Magana	Program Manager	Lorna Speight		
Reporting Period	January 1, 2023 - December 31, 2023				
Program Description					
The Women Infants & Children (WIC) program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.					
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (SRV 5g)	14,064		14,610	96%	
Local Vendor Liaison-Contact Stores (contact 67 vendors 1 contact required per quarter totaling 268 contacts per year)	36	113	268	161%	42%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula).	1,019		900	113%	
Outreach	Month	YTD	Goal	Month	Annual
Online Enrollment	199	547	1,500	159%	36%
WIC Presentations and Outreach Events	10	25	72	167%	35%
Publication in newspaper, television, and/or social media postings (English and Spanish)	25	74	260	115%	28%
Regional Breast Liaison (RBL)	Month	YTD	Goal	Month Progress	Annual Progress
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.	10	32	120	100%	27%
Explanation (Over/Under Goal Progress)					
WIC has seen an increase in participation this month (up 2.26% over Feb) due to both and increase in on-line enrollment requests and staff efforts to re-engage with current participants who have not been participating in WIC. This was done by both phone calls and text messaging sent to participants using the WIC WISE "Unissued Report" and the "Participants by Cert End Date" that had no future appointment. Outreach has been doing more events due to covid restrictions being lifted.					
Program Strategic Goals			Progress		

**Community Action Partnership of Kern  
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Develop strategies to increase WIC retention and re-engagement with current participants	During March staff focused on contacting participants, on the cert end date report, that had no future appointment and also the unissued list in order to re-engage with participants that have missed their WIC appointments and have not been issued benefits for the month.
<b>Program Highlights</b>	



## **Youth and Community Services**

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

Volunteer Income Tax Assistance



**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Work Unit	East Kern Family Resource Center (EKFRC)		
Division/Director	Fred Hernandez Youth & Community Services	Program Manager	Anna Saavedra		
Reporting Period	January 1, 2023 - December 31, 2023				
Program Description					
East Kern Family Resource Center (EKFRC) is a regional resource center based in Mojave, Ca. The EKFRC assists individuals and families from the desert and Tehachapi Mountain communities. The primary focus is on referred families with children who are at risk of abuse and neglect, and families unprepared to enter kindergarten successfully. The EKFRC also assists walk-in clients with basic needs, clothing, faxing/copying services, HEAP applications and referrals.					
Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
DR Referrals - Received from DHS	24	88	125	230%	70%
Case Management-Families (SRV 7a)	3	9	50	72%	18%
Case Management-Children (SRV 7a)	5	18	125	48%	14%
Differential Response Total	32	115	300	117%	38%
First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	1	5	40	30%	13%
Children Receiving Case Management Services (SRV 7a)	2	6	55	44%	11%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	0	20	0%	0%
Children Educational Center Base Activities (FNPI 2b)	1	2	30	40%	7%
Children Educational Home Base Activities (FNPI 2b)	1	5	30	40%	17%
Children Summer Bridge Activities (FNPI 2b)	0	0	15	0%	0%
Family Support Services for non-clients with children 5 and under	13	48			
Collaborative Meetings Participated	1	3	12	100%	25%
First 5 Total	19	69	202	36%	34%
Walk-In Community Services (Duplicated Clients & Case Managed Clients)	Month	YTD			
Food Assistance	116	342			
House Hold Items	5	30			
Hygiene Kits	10	23			
Referrals	37	103			
Emergency Clothing	57	146			
Administrative Services & Copies	395	905			
Transportation Services	4	12			
Education Supplies	8	23			
Covid - 19 Supplies	2	21			
Baby Supplies	11	43			
Explanation (Over/Under Goal Progress)					
The First 5 numbers for the Center-based program appear low, however we are on track for the year 2022-2023.					
Program Strategic Goals		Progress Towards Goal			
1. Find additional funding.		We applied for a Grant during the month of March			

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2. Participate in community events.	We participated in the EAST KERN Career EXPO held at the Mojave Air and Space Port. We had the opportunity of meeting other organizations in person. We were part of the Resource Fair in Rosamond California which consisted of many of our CAPK organizations and other
3. Expand our reach across the East Kern Communities.	We have provided flyers promoting our Center-Based program and our Summer Bridge program .
<b>Program Highlights</b>	
EKFRC served 179 walk-ins during the month of March. We provided 116 emergency food boxes and provided emergency clothing to 60 walk-ins. We emailed out 35 HEAP applications to the HEAP office and we continue to assist with the VITA virtual appointments.	

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Month	March-23	Program/Work Unit		Oasis Family Resource Center		
Division/Director	Fred Hernandez		Program Manager	Eric Le Barbe		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience						
First 5 Kern (Unduplicated Services)	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)	
Parents Receiving Case Management Services (SRV 7a)	1	7	30	20%	23%	
Children Receiving Case Management Services (SRV 7a)	1	8	30	20%	27%	
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	7	10	0%	70%	
Children Educational Home Base Activities (FNPI 2b)	1	5	15	40%	33%	
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%	
Family Support Services for non-clients with children 5 and under	8	44				
First 5 Total	11	71	95	69%	75%	
Walk-In Community Services (Duplicated & Non First 5 Kern Clients)	Month	YTD				
Food/Household Items (SRV 7c )	79	229				
Household Items (SRV 7c )	98	305				
Baby Supplies	67	190				
Referrals/Administrative Services (SRV 7c)	75	176				
Court Mandated Correspondence	5	17				
Emergency Clothing (SRV 7n)	11	51				
Copies	32	47				
Educational Supplies	18	29				
Transportation Assistance (SRV 7d )	18	48				
COVID-19 Supplies (SRV 5oo)	9	57				
Total Community Services	412	1149				
Explanation (Over/Under Goal Progress)						
The First 5 Kern numbers may appear to be low in March but the Oasis FRC has already met or exceeded all the F5K fiscal year 2022-2023 as reporting is from July 2022 to June 2023. Goals are met with 30 parents and 39 children being case managed in current fiscal year.						
Program Strategic Goals		Progress Towards Goal				
1. Offer Court Mandated Nurturing Parenting Class every other quarter.		The Oasis started a new 12-week class in February, graduation is scheduled on April 24th.				

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2. Apply for three funding opportunities that would help extend range of services outside First 5 clients for under served families (Parenting, Children 6-18, seniors, and homeless individuals).	The OFRC applied for three grants/source of funding in March: Baby 2 Baby for baby supplies, Kern Family Health Care for transportation and emergency supplies, and CARE for Kids for educational supplies.
3. Participate in community outreach activities to promote CAPK & Oasis FRC services and seek donations from local business partners (in-kind and monetary).	The Oasis FRC participated in the Mojave Job Fair with EKFRF on March 3rd. The Oasis also presented its services to the students enrolled in the CARE/CalWORKs workshop at Cerro Coso college on March 17th.

**Program Highlights**

The Oasis Family Resource Center provided community services to a total of 180 families in the month of March 2023. VITA continued to provide services at Alta One Credit Union in Ridgecrest this month. The Oasis FRC & EKFRF have been working with the IT Department to implement additional tracking of services provided, these features were added to the dashboard to better capture service data and referrals.

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Month	March-23	Program/Work Unit		Energy & Utility Assistance	
Division/Director	Fred Hernandez		Program Administrator	Wilfredo Cruz Jr.	
	January 1, 2023 - December 31, 2023				
Program Description					
The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.					
Low-income Home Energy Program (LIHEAP) 2022 Ends June 30, 2023	Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance	0	0	0	0%	100%
Utility Payments	\$ -	0	\$ -	0%	100%
Households Served - Weatherization	20	43	90	267%	48%
American Rescue Plan Act (ARPA) 2021 Ends June 2023	Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance	541	1,498	2,000	325%	75%
Utility Payments	\$ 136,517	1,437,591	\$ 2,565,058	64%	56%
Low-Income Household Water Assistance Program (LIHWAP) 2021 Ends September 2023	Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance	89	243	2,000	53%	12%
Utility Payments	\$ 51,515.90	\$150,639	\$1,972,332	31%	8%
Low-income Home Energy Program (LIHEAP) 2023 Ends June 30, 2024	Month	YTD	Goal		
Households Served - Utilities Assistance	232	481	1,900	147%	25%
Utility Payments	\$ 323,873	716,888	\$ 2,587,322	150%	28%
Households Served - Weatherization	0	0	80	0%	0%
Totals	Month	YTD	Goal	Month Progress	Annual Progress
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)	862	2,222	5,900	175%	38%
Total Utility Payments	\$ 511,906	2,305,118	\$ 7,124,712	86%	32%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)	20	43	170	141%	25%
Explanation (Over/Under Goal Progress)					
- 2022 LIHEAP utility assistance funds are fully expended, only weatherization funds are available at this time - 2023 LIHEAP weatherization - will not commence, until 2022 LIHEAP funds are fully expended					
		Progress Towards Goal			
1) Fully implementing online client self-application for Utility Assistance		Currently in process of testing self-application system			
2) Become fully staffed and trained in Weatherization and Utility Assistance		Wx - Fully staffed, 85% trained UA - Fully staffed, 60% trained (influx of temp employees)			
3) Fully expend 2022 LIHEAP and 2021 ARPA contracts by end of contract dates		2022 LIHEAP - UA expended, currently working on WX portion of the contract 2021 ARPA - pends LIHEAP UA funds priority to be expended			
Program Highlights					

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- 1) New Assistant Weatherization Manager
- 2) Key changes in Utility Assistance application processes
- 3) Approved LIHWAP marketing campaign in development by Hey Salty

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Month	March-23	Program/Work Unit	Friendship House Community Center (FHCC)				
Division/Director	Fred Hernandez		Program Manager	Lois Hannible			
Reporting Period	January 1, 2023 - December 31, 2023						
Program Description							
Located in Southeast Bakersfield, the program serves children, adults, and families through after-school, summer and mentor programs, nutrition education, sports, access to social services, and more.							
Youth Programs		Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2023		42	None	42	100	0%	42%
Summer Program (Max Capacity due to COVID) (SRV 2m)		TBD	TBD	N/A	35	N/A	N/A
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)		11	None	22	50	0%	44%
Medi-Cal Outreach			Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions			2220690	2223716	12,000	222069%	18531%
Canvasing phone calls and flyers			2254	4053	10,000	270%	41%
Explanation (Over/Under Goal Progress)							
The FHCC Medi-Cal Program started an extensive Medi-cal outreach campaign which includes several billboards throughout Kern county, as well as GET bus ads, which drastically increased the number of impressions reached through these outreach efforts.							
Program Strategic Goals			Progress				
Plan and facilitate Friendship House (FHCC) Advisory Board fundraising event to benefit the Friendship House .			The FHCC Advisory Board is currently planning a Mixer fundraising event for October 5, 2023.				
Recruit and secure staffing for the Friendship House.			The FHCC hired three Program Educators during March to provide program services for community youth.				
Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.			The FHCC Program Manager worked with the CAPK grant team to submit a grant application to Kern Health Systems.				
Program Highlights							
The FHCC is planning a Mixer to raise funds to allow for educational fieldtrips for the community youth that attend the afterschool and summer programs. The Collective, the venue where the event will be hosted, has proven to be a caring community partner, as they are donating over \$7,500 of in-kind goods and services to help with the event and cause.							

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Month	March-23	Program/Work Unit			Shafter Youth Center (SYC)	
Division/Director	Fred Hernandez			Program Manager	Angelica Nelson	
Reporting Period	January 1, 2022 - December 31, 2023					
Program Description						
The Shafter Youth Center (SYC) serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled (duplicated)	Month (unduplicated)	YTD (unduplicated)	Goal	Month Progress	Annual Progress
Summer Program starting in June (Max Capacity due to COVID) (SRV 2m) June/July	NA		0	40	0%	0%
After School Program Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	21	1	23	35	34%	66%
Community Programs		Month				
Dignity Health Mental Health Project, Adult Basketball, Energy Program (Utility Assistance), VITA Tax Assistance, Fitness Boot Camp and Girl Scouts, New Citizenship Classes		7 groups				
Outreach Activities		Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)		2	4	6	400%	67%
Community Events (i.e., diaper, food, PPE distributions)		1	1	6	200%	17%
Dignity Health Mental Health (Spanish) meets 1x per month in person; Adult basketball 2x per week; Energy Program hosts appointments 1x per month; Fitness Boot Camp meets 2x per week; Girl Scouts meet 2x per month; VITA Tax service by CAPK were 2x in February;; Service Clubs/Chamber of Commerce used for meetings this month. Citizenship classes are new this month. 2 students currently being served.						
Program Strategic Goals		Progress				
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.		Enrollment is slowly increasing				
2. Increase attainment of program funding to provide larger variety of program offerings.		Applying for more grants to meet SYC program needs				
3. Increase community engagement, including volunteers, social media, program participation.		Participating in community outreach events has brought more attention to SYC				
Program Highlights						
Started a new service providing Citizenship Classes.						



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Month	March-23	Program/Work Unit	Volunteer Income Tax Assistance (VITA)			
Division/Director	Fred Hernandez		Program Manager	Jacqueline Guerra		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.						
Completed Tax Returns (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Federal		2,151	4,443	6,000	581%	74%
State		2,148	4,409	6,000	585%	73%
Refunds and Credits (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD			
Federal Refunds		\$1,784,864	\$1,784,864			
State Refunds		\$580,169	\$580,169			
Federal EITC (income limit \$57,414/household)		\$891,134	\$891,134			
CalEITC (income limit \$30,000/household)		\$252,746	\$252,746			
Total Refunds and Credits		\$3,508,913	\$3,508,913			
Individual Taxpayer Identification Number (ITIN) (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Applications (New/Renewal)		64	85	65	904%	131%
Explanation (Over/Under Goal Progress)						
The ITIN aspect of our program is THRIVING! During the month of March, we have assisted 64 undocumented individuals in obtaining their ITIN number to file taxes and receive CalEITC when eligible. The outer county areas such as Taft and McFarland have the highest need						
Program Strategic Goals			Progress Towards Goal			
Continue to outreach in communities of our new sites to bring new clients to VITA and allow opportunity to promote other CAPK services			Outreach being conducted in apartment complexes of our targeted low income zip codes, as well as resource events all through out Kern			
With ITIN services on the rise, plans to keep seasonal sites open longer in Taft and McFarland			pending agreements on behalf of the partners where VITA sites are held			
Program Highlights						
Tax filing deadline has been extended until October 16, 2023 since Kern County is now considered a disaster county.						



## **Operations**

Maintenance

Information Technology

Data Services Risk

Management

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Month	March-23	Program/Work Unit	Operations Division	
Division/Director, Assistant Director	Emilio Wagner Director of Operations, Maria Contreras Assistant Director	Program Managers	Douglas Dill, Ryan Dozier, Laurie Sproule	
Reporting Period	January 1, 2023 - December 31, 2023			
Division Description				
Facility repair and maintenance, information technology, risk insurance, and facility planning.				
Data Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Dynamic 365 Fixes	0	0	0	0
Dynamic 365 Enhancements	0	0	0	0
Projects				
Universal Intake	Develop intake for programs that don't have an electronic process.		60%	60%
Contract Management System	Track and manage contracts within the Agency		90%	90%
In-kind Management	Application is used to track the total number of in-kind hours with built in automation. This application will eliminate the current paper process.		70%	70%
CalAIM - KHS	New grant form Kern Health Systems for the CALAIM funding. IS part is to generate flat files used to data upload and verifying SFTP is working correctly.		85%	85%
Referral Management Enhancements	1. Build the 3 referral contact attempt. 2. Build the process to close out Approval Emails 3. FRC process needs to bridge their Inquiry Process to Referral System (*This is a wish item, FRC do double work) 4. Add mentor program and medical program as new delivery frameworks and incorporate them into the workflows		100%	100%
FRC Platform Updates	Many enhancements and process updates to how the FRC capture data from walk in clients and their grant obligations.		100%	100%
Feeding America Service Insights Project	Effort to digitize the intake process for our Food Bank and partner sites.		20%	20%
Facilities				
Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	309	516	348	953
Construction Projects				

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Head Start Expansion		Harvey Hall, Pete Parra,	99%	
Food Bank Expansion		Access Road & Site Utilities	83%	
<b>Major Maintenance Projects</b>				
Oasis Renovation			15%	
Angela Martinez			15%	
Stockdale HS			75%	
Navigation Center Shade Structures			5%	
Playgrounds		Sterling, Angela Martinez, Pete Parra EHS	50%	
<b>Information &amp; Technology</b>				
<b>Activity</b>	<b>Requested</b>	<b>In-Progress</b>	<b>Processed</b>	<b>Processed YTD</b>
Help Desk Work Orders	281	124	251	709
<b>Information &amp; Technology Projects</b>				
<i>Description</i>		<i>% Completed</i>		<i>Comments</i>
SJC WIFI Replacement		80		
SJC Firewall Replacement		100		
Head Start Expansion		60		

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Risk Management		
Workers Compensation Claims	Reported	Reported YTD
For Report Only	4	16
First Aid	1	5
Medical	1	3
Modified Duty	1	1
Lost Time	0	0
Under Invest / Non-Ind / Students / Parents / Volunteers / Clients	4	6
Property	0	4
Vehicle Incident / Grand Theft Auto	2	3
Motor Vehicle Accident	1	3
Work Place Violence / ODs / Death	0	1
Total	14	42
Program Strategic Goals		Progress Towards Goal
Develop a facility deferred maintenance program.	Initiated planning discussion for new work order system. The system will be designed to capture all deferred maintenance of facilities, incorporate associated budgets, and schedule remediation.	
Develop and implement a Data Governance	TBD	
Enhance customer experience —measured	TBD	
Program Highlights		



## **Administration**

Grant Development

CAPK Foundation

Outreach & Marketing

2-1-1 Kern Call Center

Community Schools Partnership Program (CSPP)

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Month	March-23	Program/		Executive Division	
Division/Director	Pritika Ram		Program Manager		
Reporting Period	January 1, 2023 - December 31, 2023				
Program Description					
The services under the Executive Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.					
Outreach Social Media		Month	YTD	Annual Goal	Month Progress
Website User Sessions		31,050	102,057	230,000	162%
Facebook Impressions (i.e., number of times users see content)		134,000	293,955	600,000	268%
Other Social Media Impressions		12,500	48,549	150,000	100%
Outreach Advocacy		Outreach Special Projects			
Assisted Senator Groves and Bains' office with constituent help on filling energy applications		Completed digital request for DEI committee (i.e., employee appreciation video)			
Met with Senator Grove's office to discuss CAPK initiatives and possible future needs		Assisted Head Start with Read Across America			
Scheduling meetings for staff to meet with elected officials for CalCAPA Legislative Day in Sacramento in April.		Visited Stockton Head Start to host DEI Lunch and Learn for Black History Month			
Prepared talking points for Jeremy's NCAF visit to DC		Meeting with Yehidy Gomez re: Wonderful Neighbor campaign			
		Met with the Bags of Love Foundation for possible partnership opportunities			
		Assisted City of Bakersfield with Marketing efforts for TCC Meetings			
		Ran sponsored ads through social media for targeted audiences for community CERF Meetings.			
		Met with the Lotus radio Group on Possible Collaborations			
		Assisted the energy program with procurement of new funding for LIHWAP and ARPA Marketing with our			
		Assisted the Food Bank at it's first annual partner conference-also provided a presentation on branded marketing			
		Co-Hosted with the Food Bank for 23abc Senior Food Drive			
		Assisted with the volunteer registration and hosting of the 2nd Annual Wendy Wayne Day of Service at the Food Bank			
		Represented CAPK at the Countywide Emergency Preparedness Event at CSUB			
		Assisted with the completion of the CAPK Foundation Mixer			

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	Organized and supported HS with a Resource Fair in Rosamond, CA
	Working Alongside HeySalty with the planning of Community Action Month and Resource fair for 5/13/23
<b>Grants In Progress/Research</b>	<b>Projects</b>
Homeless Assistance Prevention Program - Rural Drop-in Center at EKFRFC focused on supply distribution and referrals to resources. Program: CES/EKFRFC	Strategic Plan Goal 1 - Food Insecurity Assessment - In progress. The surveys went out to pantry sites to collect their feedback on access and affordability.
Strategic Growth Council - Transformative Climate Communities (TCC) Round 5. Research viable projects , including Food Hub/Incubator and home weatherization and solar installations in the Southeast Bakersfield area. Grant is led by the City of Bakersfield.	Implemented Board Training Calendar
Walmart Foundation - Dental Supplies for M Street Navigation	Community Economic Resilience Fund Program (CERF) and the Kern Coalition continues to meet weekly to plan for the upcoming contract.
Bank of the Sierra Grant - Playground Equipment for SYC	
CARE For Kids - Two grants were submitted. 1.) OFRC Request - Educational supplies. 2.) SYC Request - Playground equipment	
Emergency Solutions Grant - Homeless prevention services that includes financial assistance with security deposits, utility assistance, and rental arrears.	
Research and Planning for upcoming RFP from the County of Kern on the Supportive Services Village in North Bakersfield.	
<b>Community Services Block Grant (CSBG)</b>	<b>Process Improvement (i.e., ROMA, PCDD)</b>
Preparing for 2022 Annual Report Submission (Due 2/8/2023). Will present agency-level data once report is finalized.	ROMA Team is currently conducting final reviews to recommend staff for ROMA Certification
Created 2023 Program Profiles Workbook.	Joined the Social Return of Investment (SROI) workgroup led by CalCAPA.
<b>Foundation</b>	
Prospect meeting with CVS	Prospect meeting with Gaby with CRC
Organized Aera Energy Easter Visits with Head Start	Meeting with Yehidy Gomez re: Wonderful Neighbor campaign
Meeting with Valley Strong to secure Huggy Heart Sponsorship Campaign	Attended Shafter Chamber of Commerce Dinner
Prospect meeting with CITI	FHCC Mixer Committee meeting
Continued Foundation mixer planning	Executed Foundation Kick-Off Mixer
<b>Explanation (Over/Under Goal Progress)</b>	
<b>Program Strategic Goals</b>	<b>Progress Towards Goal</b>



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1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.	This project is active. Currently, staff is in the process with the technology consultant on complete client demographic information for 2022. Independent trainings are given if new staff come on board or current staff need a refresher.
2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.	Staff continue to meet weekly to discuss Goals 1-6. Progress on Goal 1, 4, 5, and 6 continues and others are in the development phase.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	As mentioned above, one (1) staff is ROMA Implementer certified and a cohort is nearing the end of the ROMA training and will prepare for testing.
<b>Program Highlights</b>	

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Month	March-23	Program/Division		2-1-1 Call Center Program		
Division/Director	Pritika Ram		Program Manager	Sabrina Jones-Roberts		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.						
Most Requested Services	Cal Fresh		Homeless Programs		Food Pantries	
Top 3 Unmet Needs	Utility Payment Assistance		Rent Payment Assistance		Homeless Shelter	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		2,789	12,824	90,000	37%	14%
Kings County (SRV 7c)		241	863	4,000	72%	22%
Tulare County (SRV 7c)		863	2,672	18,000	58%	15%
Stanislaus County (SRV 7c)		616	2,543	19,200	39%	13%
Fresno & Madera		2,589	6,318	20,000	155%	32%
Merced & Mariposa (effective March 2022)		78	302	500	187%	60%
Total I&R Calls Handled		7,176	25,522	151,700	91%	17%
Staffing vs. Call Volume				Current Staff	Staff Needed Per Call	Staff Over/ Short
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.				9	16.9	7.89
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		5	23	300	20%	8%
Medi-Cal Application (SRV 7b & SRV 7c)		3	9	100	36%	9%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		31	95	300	124%	32%
2-1-1 Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (i.e., accessing 2-1-1 e-services and database resources)		23,570	67,499	225,000	126%	30%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		3,931	15,735	45,000	105%	35%
Mental Health (SRV 7c)		327	1,039	3,700	106%	28%
Health and Human Service Referrals		5,456	16,095	110,000	60%	15%
Total Other Services		9,714	32,869	158,700		

**Community Action Partnership of Kern  
Monthly Report 2023**

Explanation (Over/Under Goal Progress)	
Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff <input type="checkbox"/>	2-1-1 is actively recruiting for 6-9 Information & Referral Specialists with the assistance of a Staffing Agency. The program has completed four rounds of interviews in March 2023. Two Individuals onboarded on 3/20 and one Individual onboarded on 3/27/23 as temporary employees from the Staffing Agency. The program offers database support, schedule accommodations, basic technical assistance and opportunities to recognize special occasions for existing employees to align with its overall objective of staff retention.
2. Contract Retention	2-1-1 has an objective to maintain current contracts by aiming to meet program objectives, deliverables, and goals. The program is consistently working on meeting reporting expectations of all funding sources and maintain a trusting relationship to strengthen the opportunity for existing contracts to be retained.
Program Highlights	
2-1-1 brought together available team members to take a photo in honor of the achievement of its 2022 accreditation with the Alliance of Information and Referral Systems.	

**Community Action Partnership of Kern  
Monthly Report 2023**

<b>Month</b>	March-23	<b>Program/Work Unit</b>	Community School Partnership Program		
<b>Division/Director</b>	Pritika Ram	<b>Program Manager</b>	Sabrina Jones-Roberts		
<b>Reporting Period</b>	January 1, 2023 - December 31, 2023				
<b>Program Description</b>					
The Community School Partnership Program provides direct wrap around case management to school families for students who are enrolled within Bakersfield City School District's Community Schools. The program links student families to community-based services addressing food insecurities, housing stability, or other related basic services. The program is modeled after the Four Pillars of a successful Community School designed to mitigate academic and social impacts of emergencies affecting its local communities and improve school responsiveness to student and family needs.					
<b>Additional Requested Services</b>	VITA	Clothing	N/A		
<b>Services</b>	<b>Month</b>	<b>YTD</b>	<b>Annual Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Families referred to Program (SRV 7c)	48	109	920	63%	12%
Total Families referred internally for Employment Resources (2-1-1)	1	9	153	8%	6%
Total Families referred internally for Food and Nutrition (2-1-1 or CalFresh)	9	26	153	71%	17%
Total Families referred internally for Housing (CES)	8	25	153	63%	16%
Total Families referred internally for Childcare (Head Start)	9	24	153	71%	16%
Total Families referred internally for Utility Assistance (Energy)	25	45	153	196%	29%
Total Families referred internally for Weatherization (Energy)	4	10	153	31%	7%
Families Receiving Case Management Services (SRV 7a)	33	74	460	86%	16%
<b>Explanation (Over/Under Goal Progress)</b>					
All Case Managers are co-located at Bakersfield City School Districts School Sites. Bakersfield City School District is the direct referrer of student families. Case Managers are encouraged to actively communicate with Family and Community Engagement Liaisons and School Social Workers and participate in the school sites Multi-Tiered System of Support meetings to identify student families that are in need of community based services.					
□					
<b>Program Strategic Goals</b>		<b>Progress Towards Goal</b>			
1) Recruitment		The program opened a staff requisition for a Supervisor in February 2023.			
2) Fill vacancies for open positions		Interviews were conducted at the beginning of March to fill the Supervisor role. An offer was made and accepted by a candidate and there is an anticipated onboard date of 4/17/2023.			
<b>Program Highlights</b>					

**Community Action Partnership of Kern  
Monthly Report 2023**

The program has involved itself in a local collaborative. On March 8, 2023, one of the Case Managers provided a presentation discussing entry points to services, services offered, and benefits of utilizing the Community School Partnership Program.

**Application Status Report  
March 2023**

Name	Description	Funder	Amount Requested	Amount Awarded	Status
Homeless Management Information System (HMIS) Lead Agency	The proposal is to operate the HMIS for the Homeless Management Information System (HMIS) Lead Agency for the Bakersfield/Kern Continuum of Care (CA-604). Program: Division: Housing & Supportive Services	Bakersfield Kern Regional Homeless Collaborative	\$ 625,000.00	\$ -	Denied
Power Saver Rewards Grant	This project aims to engage with communities and educate them about energy efficiency. Program: Energy	California Public Utilities Commission	\$ -	\$ -	Abandoned
FY 2024 Community Project Funding - Shafter Youth Center Modernization Project	This project supports impactful site enhancements including energy efficiency installations as well as interior and exterior upgrades to our youth center in Shafter, Ca.	U.S. House Committee on Appropriations	\$ 2,145,625.00	\$ -	Pending
California Target Grant (LG) Program	Distribution of emergency preparedness resources and education. Program: 2-1-1. Abandoned: Unable to establish a partnership in time with County OES.	California Governor's Office of Emergency Services	\$ 300,000.00	\$ -	Abandoned
Walmart Local Community Grant	Funds from this project will be utilized to purchase dental products for M St. Navigation Center clients.	Walmart	\$ 5,000.00	\$ -	Pending
2023 Community Contribution	Support the purchase of the playground or outdoor fitness equipment circuit for the Shafter Youth Center.	Bank of the West	\$ 25,000.00	\$ -	Pending
Global Products Program	Dental supplies for M Street Navigation	California Dental Association	\$ 25,000.00	\$ -	Pending
One-Time State Funding for Homeless Housing, Assistance and Prevention Program (HHAP 3)	Rural Drop-in Center at EKFRF focused on supply distribution and referrals to resources. Program: CES/EKFRF	Bakersfield Kern Regional Homeless Collaborative	\$ 300,000.00	\$ -	Pending
Supportive Services Village	24/7 low-barrier navigation center utilizing the housing first model located at 201 East Roberts Lane, Bakersfield, CA 93308. Fifty (50) dwellings that are insulated, have cooling and heating features that have individual unit control, ventilated, secure to allow for safe storage of personal possessions, and connected to utilities.	County of Kern	\$ -	\$ -	Research
CARE For Kids	Grant funds requested to purchase educational supplies for OFRC's Case Management services	careforkids.org	\$ 5,109.73	\$ -	Pending
Emergency Solutions Grant	Homeless prevention services that includes financial assistance with housing including security deposits, utility assistance, and rental arrears. Program: CES	City of Bakersfield	\$ 700,000.00	\$ -	Pending
Delta Dental Community Community Care	If invited to submit a full proposal, funds for this project will be utilized to purchase dental products for M St. Navigation Center, EKFRF, and OFRC clients.	Delta Dental Community Care Foundation	\$ 15,000.00	\$ -	LOI-Submitted
The Henry W. Bull Foundation	Program Scope TBA	The Henry W. Bull Foundation	\$ -	\$ -	Research
CARE For Kids	Submitting to CARE for kids spring funding cycle for additional funding to complete SYC \$50,000 playground project. Currently have \$22,000 and in need of \$28,000.	careforkids.org	\$ 10,000.00	\$ -	Pending
Bank of Sierra Grant re: SYC playground center	Applying for funding of \$5000 to support SYC playground project	Bank of the Sierra	\$ 5,000.00	\$ -	Pending
CARE For Kids	Youth materials (playground equipment, toys, books, sports equipment, wheelchairs, school supplies, TV/VCR, etc.) or youth program needs. Provide vendor quotes. Program: OFRC	careforkids.org	\$ 10,000.00	\$ -	Planned
Heart of Heffernan	Abandoned: CAPK no longer works with this insurance broker, and we do not have a contact to request an invitation to apply.	Heffernan Foundation	\$ -	\$ -	Abandoned

**Application Status Report  
March 2023**

First 5 Kern Community Event Support Grant	This grant opportunity will allow Oasis FRC to host a baby shower event for 16 expecting mothers in Ridgecrest and supply them with baby needs.	First 5 Kern	\$ 5,000.00	\$ -	Pending
Waterman Foundation Rotary Club of Bakersfield	Housing/Homelessness services. The application must be sponsored by a member of Bakersfield Downtown Rotary Club. Sponsorship TBA. Program: M Street	Bakersfield Rotary-Waterman Foundation	\$ -	\$ -	Research
FY23 Food Security Equity Impact Fund	Abandoned: Unable to purchase food with grant funds	Feeding America	\$ -	\$ -	Abandoned
Organics Grant Program 7th Cycle (ORG7) Fiscal Years 2021-22 and 2022-23	The purpose of this competitive grant program is to further the purposes of the California Global Warming Solutions Act (AB 32) and lower overall greenhouse gas (GHG) emissions by expanding existing capacity or establishing new facilities in California to reduce the amount of California-generated green materials, food materials, or alternative daily cover (ADC) being sent to landfills.	Department of Resources Recycling and Recovery	\$ -	\$ -	Research
Neighborhood Champion	Program Scope TBA	Bank of America	\$ -	\$ -	Research

## Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	City	CAPK Program	Coordinated Entry System
Funding Agency	City of Bakersfield	Project Name	Emergency Solution
CFDA	N/A	Target Population	At risk of homelessness
Reapplication (Y/N)	No	Number to be served	330
Estimated Request	\$700,000	Division Director	Rebecca Moreno
Award Period	5/11/23-5/11/24	Program Manager	Joseph Aguilar
<b>Project Goal (One sentence goal statement)</b>			
CAPK will support individuals or households at risk of homelessness with financial assistance for security deposits, utility payments, and up to 6 months of rent in arrears.			
<b>Project Description (Brief one paragraph description)</b>			
<p>Overview of services, their cap, and number of households.</p> <p>Client Incentives:</p> <p>Security Deposits, 2 months' rent (up to \$1,500) for 65 households</p> <p>Utility Payments (up to \$750) for 115 households)</p> <p>Rental Arrears (up to \$3,000) for 150 households</p>			
<b>Estimated Budget Summary</b>			
CAPK is requesting \$700,000 for our Rental Assistance Program. Our program will provide essential financial resources to the low-income community within the City of Bakersfield jurisdiction that are at risk of homelessness. Approximately ninety percent (90.5% or \$633,750) of our proposed budget is for client incentives (security/utility deposits, and rental arrears). CAPK is also requesting 8.3% (\$58,066) for fringe and personnel, and 1.2% (\$8,185) for administration and office costs.			

### Approvals:

Rebecca Moreno  
Rebecca Moreno (Apr 5, 2023 15:50 PDT)

Apr 5, 2023

1. Division Director

Date

Pratika Ram

Apr 6, 2023

2. Chief Business Development Officer

Date

[Signature]

Apr 6, 2023

3. Chief Program Officer

Date

[Signature]  
Tracy Webster (Apr 6, 2023 08:18 PDT)

Apr 6, 2023

4. Chief Financial Officer

Date

[Signature]

Apr 6, 2023

5. Chief Executive Officer

Date

### Date Presented / Approved:

PRE Approval: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Executive Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_



## Community Action Partnership of Kern Funding Profile

Funding Information			
<b>Funding Type</b>	Non-Profit	<b>CAPK Program</b>	East Kern Family Resource Center
<b>Funding Agency</b>	Bakersfield Kern Regional Homeless Collaborative	<b>Project Name</b>	Rural Drop-In Center
<b>CFDA</b>	N/A	<b>Target Population</b>	Homeless
<b>Reapplication (Y/N)</b>	No	<b>Number to be served</b>	238
<b>Estimated Request</b>	\$300,000	<b>Division Director</b>	Rebecca Moreno / Freddy Hernandez
<b>Award Period</b>	2023-2026	<b>Program Manager</b>	Anita Saavedra
<b>Project Goal (One sentence goal statement)</b>			
Our program includes the following 4 key elements to support homeless population or at risk of homelessness population: 1.) distribution of essential items, 2.) enrollment support in social services, 3.) direct linkages to CAPK services and 4.) community outreach.			
<b>Project Description (Brief one paragraph description)</b>			
The Rural Drop-in Center will complement many of the services in place at East Kern Family Resource Center. Funds will be utilized to purchase clothing, sleeping bags, tents, blankets etc; to provide hands on support with collecting a birth certification/identification card (driving individuals to the Department of Motor Vehicle or Hall of Records); provide linkages to the Volunteer Income Tax Assistance, Energy, and M Street Navigation; to conduct community/street outreach to increase awareness and utilization of our services.			
<b>Estimated Budget Summary</b>			
The grant requests \$300,000 in funding. Approximately 69% was requested for personnel and fringe, 3% for travel, 3% for supplies, 3% for space costs, 11% for client incentives, 8% for indirect, and 3% for other operating costs such as communication services, postage, and hiring costs.			

### Approvals:

Rebecca Moreno  
Rebecca Moreno (Apr 6, 2023 11:47 PDT)

Apr 6, 2023

1. Division Director

Date

Pratika Ram

Apr 6, 2023

2. Chief Business Development Officer

Date

Freddy Hernandez

Apr 6, 2023

3. Chief Program Officer

Date

Tracy Webster  
Tracy Webster (Apr 6, 2023 11:54 PDT)

Apr 6, 2023

4. Chief Financial Officer

Date

J.T.D.

Apr 6, 2023

5. Chief Executive Officer

Date

### Date Presented / Approved:

PRE Approval: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Executive Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_

**Community Action Partnership of Kern**  
**Small Funding Request (\$50,000 or less per year)**  
**March 2023**

<b>Funding Type</b>	Private	<b>CAPK Program</b>	M St. Navigation Center
<b>Funding Agency</b>	Walmart	<b>Project Name</b>	Dental Supplies for M St. Navigation Center
<b>CFDA</b>	N/A	<b>Target Population</b>	People experiencing homelessness
<b>Request</b>	\$5,000	<b>Division Director</b>	Rebecca Moreno
<b>Award Period</b>	TBD	<b>Program Manager</b>	Laurie Hughey
<b>Description</b>	This project proposal aims to receive funds to purchase dental supplies for the M St. Navigation Center. The dental products received will help M St. residents maintain their oral health care in and out of shelter grounds.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	M St. Navigation Center, East Kern Family Resource Center, and Oasis Family Resource Center
<b>Funding Agency</b>	Delta Dental	<b>Project Name</b>	CAPK Dental Supplies
<b>CFDA</b>	N/A	<b>Target Population</b>	People experiencing homelessness and families
<b>Request</b>	\$15,000	<b>Division Director</b>	Rebecca Moreno and Freddy Hernandez
<b>Award Period</b>	TBD	<b>Program Manager</b>	Laurie Hughey, Anna Saavedra, and Eric Le Barbe
<b>Description</b>	A Letter of Intent was submitted to Delta Dental for full proposal consideration from CAPK. This intended project will provide the M St. Navigation Center and both FRCs with dental supplies for their clients.		

<b>Funding Type</b>	Nonprofit	<b>CAPK Program</b>	Oasis Family Resource Center
<b>Funding Agency</b>	First 5 Kern	<b>Project Name</b>	Oasis Baby Shower
<b>CFDA</b>	N/A	<b>Target Population</b>	Pregnant women and babies
<b>Request</b>	\$5,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	TBD	<b>Program Manager</b>	Eric Le Barbe
<b>Description</b>	Project funds will be utilized to purchase baby supplies for 16 low-income pregnant women in Ridgecrest.		

**Community Action Partnership of Kern**  
**Small Funding Request (\$50,000 or less per year)**  
**March 2023**

<b>Funding Type</b>	Private	<b>CAPK Program</b>	SYC
<b>Funding Agency</b>	CareForKids.org	<b>Project Name</b>	SYC Gets Active Playground
<b>CFDA</b>	N/A	<b>Target Population</b>	Shafter youth
<b>Request</b>	\$10,000	<b>Division Director</b>	Fred Hernandez
<b>Award Period</b>	10/1/23 – 9/30/23	<b>Program Manager</b>	Angelica Nelson
<b>Description</b>	Funds will be used to help in the purchase of playground equipment at Shafter Youth Center. Currently, the budget for this project is set at \$50k. Wonderful has contributed \$22k and supplemental funds are needed to complete the project.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	Oasis Family Resource Center
<b>Funding Agency</b>	CareForKids.org	<b>Project Name</b>	Educational Supplies
<b>CFDA</b>	N/A	<b>Target Population</b>	Ridgecrest children 0-5
<b>Request</b>	\$5,109.73	<b>Division Director</b>	Fred Hernandez
<b>Award Period</b>	10/1/23 – 9/30/23	<b>Program Manager</b>	Eric Le Barbe
<b>Description</b>	Funds will be used to purchase educational items and supplies such as arts & crafts and sensory toys. These items are used by case managers to perform educational services with client families to help prepare children for kindergarten and to gauge developmental milestones.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	SYC
<b>Funding Agency</b>	Bank of Sierra	<b>Project Name</b>	SYC Gets Active Playground
<b>CFDA</b>	N/A	<b>Target Population</b>	Shafter youth
<b>Request</b>	\$5,000	<b>Division Director</b>	Fred Hernandez
<b>Award Period</b>	April 1 – June 30	<b>Program Manager</b>	Angelica Nelson
<b>Description</b>	Funds will be used to help in the purchase of playground equipment at Shafter Youth Center. Currently, the budget for this project is set at \$50k. Wonderful has contributed \$22k and supplemental funds are needed to complete the project.		

<b>Recommendation</b>	Staff recommends approval to submit the small funding application(s) up to \$50,000 per year and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.
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**Date Presented/Approved**

Policy Council: \_\_\_\_\_ PRE Presentation: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_

**Community Action Partnership of Kern  
Small Funding Request (\$50,000 or less per year)  
March 2023**

## DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

<b>Division/Director:</b> Head Start/State Child Development/Yolanda Gonzales	<b>Month/Year:</b> March 2023
<b>Program/Work Unit:</b> Head Start/Early Head Start	<b>Program Administrator:</b> Robert Espinosa
<b>Services:</b> Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Disabilities	Over Income 131%+ up to 10%  101—130% Up to 35%
Head Start  • 8 Classrooms Fully Closed	<b>1242</b>  155	<b>939</b>	<b>76%</b>	<b>5%</b>	<b>4%</b> <b>6%</b>
Early Head Start  • 10 Classrooms Fully Closed/ 6 Classrooms Partially Closed	<b>831</b>  107	<b>627</b>	<b>75%</b>	<b>20%</b>	<b>7%</b> <b>5%</b>

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	<b>209</b>	<b>240</b>

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
586	115	26	35

**HIGHLIGHTS:** 7 staff were onboarded, and there were 11 resignations. There are currently 9 open requisitions.

Program Update & Compliance
<p>Kern:</p> <ul style="list-style-type: none"> <li>• Job Fest at Mechanics Bank Arena.</li> <li>• Junior League of Bakersfield Literacy Recruitment Event</li> <li>• Bakersfield American Indian Health Project Recruitment Event</li> <li>• Lamont Health and Resource Carnival</li> <li>• Rosamond Resource Fair</li> <li>• Program Planning meeting for Administration in San Joaquin County.</li> </ul> <p>SJC:</p> <ul style="list-style-type: none"> <li>• SJC Center-Base program option successfully achieved 100% of their dental screenings.</li> <li>• “Pita with Hummus” food experience. Children had an opportunity to make hummus and taste it with pita crackers.</li> <li>• Two recruitment events with the Department of Human Services (14 intakes).</li> </ul>

**Partnership:**

- OMNI healthcare visited Blanton Center on 3/23 to provide oral health services to the enrolled children.
- Garden Pathways met full enrollment.
- Application Intake Clinic at was held at Escuelita Hernandez on 3/9. The results were successful with 5 parents completed application.

**Program:**

- The program received notification of an upcoming review: The California Department of Social Services will conduct a Contract Monitoring Review (CMR) and Error Rate Review (ERR) of the Early Head Start San Joaquin program during the week of April 17, 2023. The goal of the CMR is to ensure compliance with program regulations and requirements. Onsite activities will include family file reviews, Environment Rating Scale, classroom observations, staff interviews, and various review of program quality components.

<b>Central Kitchen March 2023</b>				
<b>Meals &amp; Snacks</b>	<b>Total # Prepared</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Snack</b>
Center Totals	<b>67,106</b>	25,648	20,292	21,166

**HIGHLIGHTS:** The Central Kitchen will be participated in two events, which provided services to Head Start Centers and Home Base.

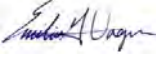
<b>CACFP</b>						
<b>February 2023</b>						
<b>Total Meals Delivered</b>			<b>Meals Allocated</b>		<b># of Meals Served</b>	<b>% of Meals Served</b>
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
53,549	7,443	65,948	32,631	33,317	27,840	57%





## MEMORANDUM

To: Program Review & Evaluation Committee

From:   
Emilio G. Wagner, Director of Operations

Date: April 12, 2023

Subject: *Agenda Item 5d*: Strategic Plan 2021-2025 – Goal 5 Update, **Info Item**

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CAPK's Strategic Goal 5 group has been focusing on building the Client Data Platform, (CDP). This is in alignment with our Strategic Goal 5.3.1. CDP Project Team is still making progress as we shift to address CSBG.

We are reaching the end of the development phase of our Client Data Platform, with some data quality updates and processes improvements still needed to finalize the first phase of this project. We are planning on hosting an overview of what has been accomplished and ways programs and teams can start utilizing this data for strategic needs.

Data governance is still in the process of being implemented. We are researching consultants that understand how we should protect and secure our data. Future updates will have more guidance with a plan of action in place.

ROMA group 1 has completed all the needed training and exam items and has received their certifications. Next steps group 2 to go through the same process.

***Attachment:***

*Action Plan Summary by Goal Group #5*

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
OBJECTIVES I LEAD						
	5.1 Enhance agency-wide capacity to implement continuous improvement framework.	Emilio Wagner	10/01/21 12/31/25	Percent Complete		Not Started As of 10/06/21
	5.2 Enhance data governance structures and practices to support implementation of ROMA and to increase consistency, accuracy, and breadth of program reporting and data analytics.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	30%	On Target As of 03/07/23
	5.3 Establish a comprehensive model to address the health and social well-being of our clients through timely interventions.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	40%	On Target As of 03/07/23
MY ITEMS						
	5.1.2 Adopt and incorporate integrated work plan/training schedules into CAPK Board's operations and workows.	Emilio Wagner	01/01/23 12/31/23	100% Percent Complete		Not Started As of 10/06/21
	5.1.3 Provide training to all staff, leadership, and Board members on ROMA principles and practices.	Emilio Wagner	01/01/23 12/31/24	Percent Complete		Not Started As of 10/06/21
	5.2.2 Conduct agencywide data governance assessment to identify most pressing needs and to inventory existing data processes and workows.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	89%	On Target As of 03/07/23
	5.2.2.1 Identify challenges at program level around data collection and validation.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	100%	Achieved As of 04/14/22
	5.2.2.2 Assess availability of analytic/reporting tools, capacity to utilize existing tools.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	100%	Achieved As of 03/11/22
	Comments: • Agency is moving forward with utilizing Microsoft Power BI, ARC GIS, and the Power Platform for our standard analytic and reporting tools. Depending on the needs of a Program, we may evaluate other solutions. (Ryan Dozier, 03/11/22)					
	5.2.2.3 Identify needed investment in data dashboards or tools to provide leadership with real time agency-wide outputs and demographic data.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	67%	On Target As of 03/07/23
	Comments: • In the design phase of what dashboards and reporting tools needed to be created. First report developed from CDP has been CSBG data. (Ryan Dozier, 03/07/23) • This item is dependent on the CDP. (Ryan Dozier, 06/10/22) • When the Client Data Platform is up and running, agency wide dashboards will be developed. (Ryan Dozier, 03/11/22)					



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5.3.1 Advance efforts to establish centralized database for client intake and service log.

Emilio Wagner

10/01/21  
12/31/23

100%  
Percent Complete

80%

On Target

As of 03/07/23

*Comments:*

- Client Data Platform design and functions are now running. There are data clean up initiatives and data quality pieces that are still needed to make sure this system is accurate. (Ryan Dozier, 03/07/23)*
  - Developed major IT assets and their corresponding logic to develop the client data platform. (Ryan Dozier, 09/09/22)*
  - Signed a SOW with WIPFLI on our Client Data Platform, kick off is schedule for the upcoming weeks. (Ryan Dozier, 06/10/22)*
-

EMILIO WAGNER: ACTION PLAN - CASCADE VIEW

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
5 Data-Driven Decision-Making						
	5.1 Enhance agency-wide capacity to implement continuous improvement framework.	Emilio Wagner	10/01/21 12/31/25	Percent Complete		Not Started As of 10/06/21
	5.1.2 Adopt and incorporate integrated work plan/training schedules into CAPK Board's operations and workows.	Emilio Wagner	01/01/23 12/31/23	100% Percent Complete		Not Started As of 10/06/21
	5.1.3 Provide training to all staff, leadership, and Board members on ROMA principles and practices.	Emilio Wagner	01/01/23 12/31/24	Percent Complete		Not Started As of 10/06/21
	5.2 Enhance data governance structures and practices to support implementation of ROMA and to increase consistency, accuracy, and breadth of program reporting and data analytics.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	30%	On Target As of 03/07/23
	5.2.2 Conduct agencywide data governance assessment to identify most pressing needs and to inventory existing data processes and workows.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	89%	On Target As of 03/07/23
	5.2.2.1 Identify challenges at program level around data collection and validation.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	100%	Achieved As of 04/14/22
	5.2.2.2 Assess availability of analytic/reporting tools, capacity to utilize existing tools.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	100%	Achieved As of 03/11/22
	<i>Comments:</i> • Agency is moving forward with utilizing Microsoft Power BI, ARC GIS, and the Power Platform for our standard analytic and reporting tools. Depending on the needs of a Program, we may evaluate other solutions. (Ryan Dozier, 03/11/22)					
	5.2.2.3 Identify needed investment in data dashboards or tools to provide leadership with real time agency-wide outputs and demographic data.	Emilio Wagner	10/01/21 12/31/23	100% Percent Complete	67%	On Target As of 03/07/23
	<i>Comments:</i> • In the design phase of what dashboards and reporting tools needed to be created. First report developed from CDP has been CSBG data. (Ryan Dozier, 03/07/23) • This item is dependent on the CDP. (Ryan Dozier, 06/10/22) • When the Client Data Platform is up and running, agency wide dashboards will be developed. (Ryan Dozier, 03/11/22)					
	5.3 Establish a comprehensive model to address the health and social well-being of our clients through timely interventions.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	40%	On Target As of 03/07/23

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5.3.1 Advance efforts to establish centralized database for client intake and service log.

Emilio Wagner

10/01/21  
12/31/23

100%  
Percent Complete

80%

On Target

As of 03/07/23

*Comments:*

- Client Data Platform design and functions are now running. There are data clean up initiatives and data quality pieces that are still needed to make sure this system is accurate. (Ryan Dozier, 03/07/23)*
  - Developed major IT assets and their corresponding logic to develop the client data platform. (Ryan Dozier, 09/09/22)*
  - Signed a SOW with WIPFLI on our Client Data Platform, kick off is schedule for the upcoming weeks. (Ryan Dozier, 06/10/22)*
-



DATE	April 13, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

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## Budget & Finance Committee Minutes

### 1. Call to Order

Committee Chair Michelle Jara-Rangel called the meeting to order at 12:02 at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

### 2. Roll Call

Roll call was taken with a quorum present.

Present: Michelle Jara-Rangel, Denise Boshers, and Nila Hogan

Absent: None

Others present: Tracy Webster, Chief Financial Officer; Louis Gill, Chief Program Officer; Gabrielle Alexander, Director of Finance; Freddy Hernandez, Director of Youth & Community Services; Catherine Anspach, Director of Development; Rebecca Moreno, Director of Community Development; and other CAPK staff.

### 3. Public Comments

No one addressed the Committee.

### 4. New Business

- a. Head Start / Early Head Start Budget to Actual Reports for February 2023 – Tracy Webster, Chief Executive Officer – **Info Item**

Tracy Webster presented the above info item and provided a summary of the five attached reports.

Denise Boshers asked about moving budget items into different categories. Tracy Webster responded and said as an example, when you over expend Training and Technical Assistance, you can reclassify those expenses back into your base funds.

Tracy Webster also commended the Head Start Program staff who have done an incredible job receiving In-Kind, and noted it is quite an accomplishment. Head Start has not required a waiver for a long time and we were more than able to achieve our Non-Federal Match.

- b. Selection of Friendship House Sports Field Lighting Contractor – **Action Item**

Emilio Wagner presented the above action item and said that CAPK was allocated \$1,000,000 from a line item in the State of California budget for the fiscal year of 2022-2023 to provide site improvements of sports field lighting and perimeter fencing for the Friendship House Community Center. The grant required that a local government facilitator be involved in the transaction to which the City of Bakersfield agreed. CAPK and the City of Bakersfield have both approved an agreement facilitating this

arrangement. As a result of a request for proposal, three contractors responded with a design-build to meet the required specifications. The selection was based on qualifications and price, and Emilio noted that the scoring summary is attached. The highest-scoring proposal in this case, Bronco Electric, was also the lowest bid with a total cost of \$350,000.

Michelle Jara-Rangel asked if we were given a discount because they are doing other projects for us? Emilio Wagner responded that we received a 5% discount as in-kind for the Agency.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Hogan/Boshers).

c. Head Start Notice of Federal Interest – **Action Item**

Emilio Wagner presented the above action item for approval and said there are four Head Start sites that were expanded using 100% of federal funds. Those centers are Harvey L Hall, Martha J Morgan, Pete H Parra, and Sterling. Since the properties were purchased and improved using federal funds the Federal Government has a reversionary interest in the property. To protect that interest in the property a Notice of Federal Interest (NOFI) must be recorded in the jurisdiction where the property is located. The NOFI has already been recorded for all four sites, yet three of the four were recorded in 2004 and an update to the recordation is needed. The Head Start Uniform Guidance requires that the agency's governing body receive a copy of the NOFI prior to filing with the Kern County Recorder's Office.

Denise Boshers asked if there is a cost to file the report? Emilio Wagner said there is a nominal administrative fee.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Boshers/ Hogan).

d. CRRSA and ARP Budget Revision for 09HE000432 - **Action Item**

Tracy Webster presented the above action item for approval and said the Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start CRRSA/ARP grant #09HE000432. This grant is a one-time funding opportunity to support expenses in response to the COVID-19 Pandemic. To fully expend remaining funds, a budget revision is needed to realign funding to the major categories in which the funds will be spent. The submission of a budget revision requires approval from CAPK's Board of Directors.

Michelle Jara-Rangel asked if the documents submitted reflected the budget revision. Tracy Webster responded that we do not modify the documentation, which is why on the budget to actual report it looks like we are overspending because we are waiting for Head Start approval. Michelle said it is important to highlight that this was previously approved in October 2022.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Boshers/Hogan).

e. Head Start / Early Head Start Budget Revision for 09CH011132 - **Action Item**

Tracy Webster presented the above action item for approval and said the Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start / Early Head Start grant #09CH011132. This budget revision stems from many

contributing factors. The cost of construction escalated significantly due to the conditions tied to the COVID-19 pandemic. At the same time, the agency has experienced a disruption in staffing, which has led to a reduction in the budgeted salaries and benefits.

Denise Boshers asked if the spending was done within the parameters we are allowed to spend in. Tracy Webster said yes.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Hogan/Boshers).

f. Legal Services Contract Amendment to allow an additional two-year Extension— **Action Item**

Gabrielle Alexander presented the above action item for approval and said that CAPK executed a contract with Klein DeNatale Goldner in November 2018. The contract was for a three-year term with an option to extend it by two years. CAPK executed the option to extend the contract in 2021 for an additional two years and the contract with Klein DeNatale Goldner expires in November 2023. Given ongoing legal cases and the pending purchase of the property on 18<sup>th</sup> Street, staff is recommending a contract amendment with an additional two-year extension.

Michelle Jara-Rangel asked if any of our contracts have a time limit on how long we can use them? Tracy Webster responded by saying that we have an internal policy to change auditors every 10 years, but we do not have that policy for our legal contract.

Denise Boshers asked if there is a conflict of interest with Kevin Burton employed with KDG and serving as Board Chair of the CAPK Foundation. Tracy Webster replied and said that if a board member has a perceived conflict of interest, they will abstain from discussions and votes on matters where there may be a conflict. Denise Boshers followed up by asking if CAPK anticipated this item coming back in 2 years as the contract nears expiration. Tracy Webster said it is likely that staff will issue an RFP for legal services in two years.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Hogan/Boshers).

g. February 2023 Financial Statements – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item for approval and reported the agency did not require a draw from the line of credit during the month of February as there are enough operating funds to sustain an adequate unrestricted cash balance. Although it has been a few years since we have had to utilize the line of credit, we may need to use the line of credit for the Food Bank Expansion as we have not received the expected \$3 million funding from HUD yet.

The Central Kitchen expenditures are currently 90.6% at the end of 02/28/2023 and USDA revenue is at 48.2%. Expenditures are equivalent to the target of 100.0% (12 of 12 months). Due to low enrollment, the Central Kitchen is unable to serve the same level of meals for the Head Start program. We continue to expect a decline in expected USDA revenue. This gap will need to be picked up by Head Start funds.

CMAF is currently earning 43.4% as of February 28, 2023. The target for this period should be 66.7%.

Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. The part year calendar starts in August. However, we are expecting low attendance rates

stemming from low enrollment. CCTR is at 56.3%, CSPP is at 56.3%, and CMIG is at 18.8%. CSPP received an increase in contract from \$4,544,694 to \$7,153,992 (increase by \$2,609,298 in contract). Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current attendance is 24.6% with a target of 66.7%.

At the time of this report, the Finance Division has one vacancy in staffing. The Finance Team is currently working with SageIntacct on the accounting software platform conversion. We have just completed the needs assessment phase and are engaged in data conversion and validation. We are expected to have a go live date of June 1, 2023.

The agency expenditure is currently at 99% for the year, which is aligned with the goal of 100%. The Indirect Fund budget to actual report for February month end showed that revenue is excess expenditures by \$681,365 which is 273.1% of the budgeted indirect surplus. Overall expenditures are 100.5% of the budget and match the target of 100.0% (12 of 12 months).

Nila Hogan asked if the reason we have not had to use the line of credit was due to COVID funds received. Tracy Webster said that the agency has improved cash management which has helped our agency not have to draw from the line of credit, and not related to COVID funds received.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Boshers/Hogan).

## **5. Committee Member Comments**

- No Comments.

## **6. Next Scheduled Meeting**

Wednesday, May 24, 2023  
5005 Business Park North  
Bakersfield, CA 93309

## **7. Adjournment**

The meeting was adjourned at 12:34 pm.



## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: April 13, 2023

Subject: *Head Start*  
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

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The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through February 28, 2023. Twelve months (100%) of the 12-month budget period have elapsed.

### **Base Funds**

Overall expenditures are at 90% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 106% of the budget.

### **Non-Federal Share (Head Start and Early Head Start combined)**

The non-Federal share is at 115% of the budget.



# Community Action Partnership of Kern

## Head Start

### Budget to Actual Report

Budget Period: March 1, 2022 - February 28, 2023

Report Period: March 1, 2022 - February 28, 2023

Month 12 of 12 (100%)

Prepared 4/4/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	8,086,185	1,180,854	87%	13%
FRINGE BENEFITS	3,776,726	2,377,838	1,398,888	63%	37%
TRAVEL	-	-	-		
EQUIPMENT	55,000	-	55,000	0%	100%
SUPPLIES	890,498	696,859	193,639	78%	22%
CONTRACTUAL	165,175	239,327	(74,152)	145%	-45%
CONSTRUCTION	-	372,170	(372,170)		
OTHER	2,724,977	3,522,953	(797,976)	129%	-29%
INDIRECT	1,630,902	1,418,101	212,801	87%	13%
<b>TOTAL BASE FUNDING</b>	<b>18,510,317</b>	<b>16,713,433</b>	<b>1,796,884</b>	<b>90%</b>	<b>10%</b>

#### TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	85,778	(41,586)	194%	-94%
SUPPLIES	30,013	21,751	8,262	72%	28%
CONTRACTUAL	26,080	10,600	15,480	41%	59%
OTHER	212,393	213,782	(1,389)	101%	-1%
INDIRECT	31,268	32,834	(1,566)	105%	-5%
<b>TOTAL TRAINING &amp; TECHNICAL ASSISTANCE</b>	<b>343,946</b>	<b>364,744</b>	<b>(20,798)</b>	<b>106%</b>	<b>-6%</b>

#### CARRYOVER

SUPPLIES	923,529	-	923,529	0%	100%
CONTRACTUAL	-	733	(733)		
CONSTRUCTION	666,925	1,394,880	(727,955)	209%	-109%
OTHER		173,519	(173,519)		
OTHER - CARES	91,015	87,787	3,228	96%	4%
INDIRECT	-	24,550	(24,550)		
<b>TOTAL CARRYOVER</b>	<b>1,681,469</b>	<b>1,681,469</b>	<b>0</b>	<b>100%</b>	

<b>GRAND TOTAL HS FEDERAL FUNDS</b>	<b>20,535,732</b>	<b>18,759,646</b>	<b>1,776,086</b>	<b>91%</b>	<b>9%</b>
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#### HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	3,635,988	(1,295,933)	155%	-55%
CALIF DEPT OF ED	7,988,651	8,247,291	(258,640)	103%	-3%
<b>TOTAL NON-FEDERAL</b>	<b>10,328,706</b>	<b>11,883,279</b>	<b>(1,554,573)</b>	<b>115%</b>	<b>-15%</b>

Budget reflects Notice of Award #09CH011132-04-01

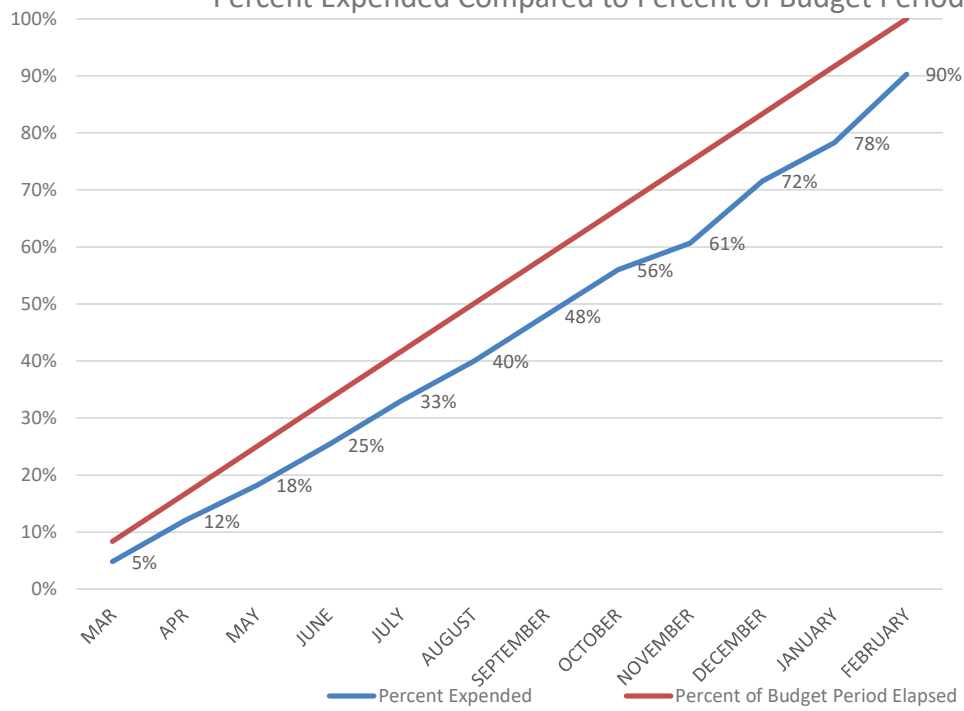
Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

Administrative Cost for HS and EHS Combined 5.3%

### Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	18,519	-	-	-	18,519	3/1/2023
Lowe's	3,379		-	-	3,379	3/6/2023
Smart & Final	351	158	-		509	3/1/2023
Save Mart	617				617	3/1/2023
Chevron & Texaco Business Card	6,308	-	-	-	6,308	3/6/2023
Home Depot	8,936	1,006	-	-	9,942	3/5/2023
	<b>38,111</b>	<b>1,164</b>	<b>-</b>	<b>-</b>	<b>39,274</b>	

Head Start  
Percent Expended Compared to Percent of Budget Period Elapsed





## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: April 13, 2023

Subject: *Early Head Start*  
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

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The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through February 28, 2023. Twelve months (100%) of the 12-month budget period has elapsed.

### **Base Funds**

Overall expenditures are at 92% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 96% of the budget.

**Community Action Partnership of Kern**  
**Early Head Start**  
**Budget to Actual Report**  
*Budget Period: March 1, 2022 - February 28, 2023*  
*Report Period: March 1, 2022 - February 28, 2023*  
Month 12 of 12 (100%)

Prepared 4/4/2023

<b>BASE FUNDS</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
PERSONNEL	9,701,422	7,897,745	1,803,677	81%	19%
FRINGE BENEFITS	2,363,974	2,280,676	83,298	96%	4%
TRAVEL	-	-	-		
EQUIPMENT	45,000	-	45,000	0%	100%
SUPPLIES	916,242	834,903	81,339	91%	9%
CONTRACTUAL	1,025,838	280,147	745,691	27%	73%
CONSTRUCTION	-	647,172	(647,172)		
OTHER	1,527,720	2,397,368	(869,648)	157%	-57%
INDIRECT	1,512,778	1,315,070	197,708	87%	13%
<b>TOTAL BASE FUNDING</b>	<b>17,092,974</b>	<b>15,653,081</b>	<b>1,439,893</b>	<b>92%</b>	<b>8%</b>

**TRAINING & TECHNICAL ASSISTANCE**

PERSONNEL	-	10,873	(10,873)		
FRINGE BENEFITS	-	7,211	(7,211)		
TRAVEL	44,192	81,390	(37,198)	184%	-84%
SUPPLIES	30,013	11,922	18,091	40%	60%
CONTRACTUAL	26,080	35,609	(9,529)	137%	-37%
OTHER	212,393	154,286	58,107	73%	27%
INDIRECT	31,268	29,942	1,326	96%	4%
<b>TOTAL TRAINING &amp; TECHNICAL ASSISTANCE</b>	<b>343,946</b>	<b>331,234</b>	<b>12,712</b>	<b>96%</b>	<b>4%</b>

**CARRYOVER**

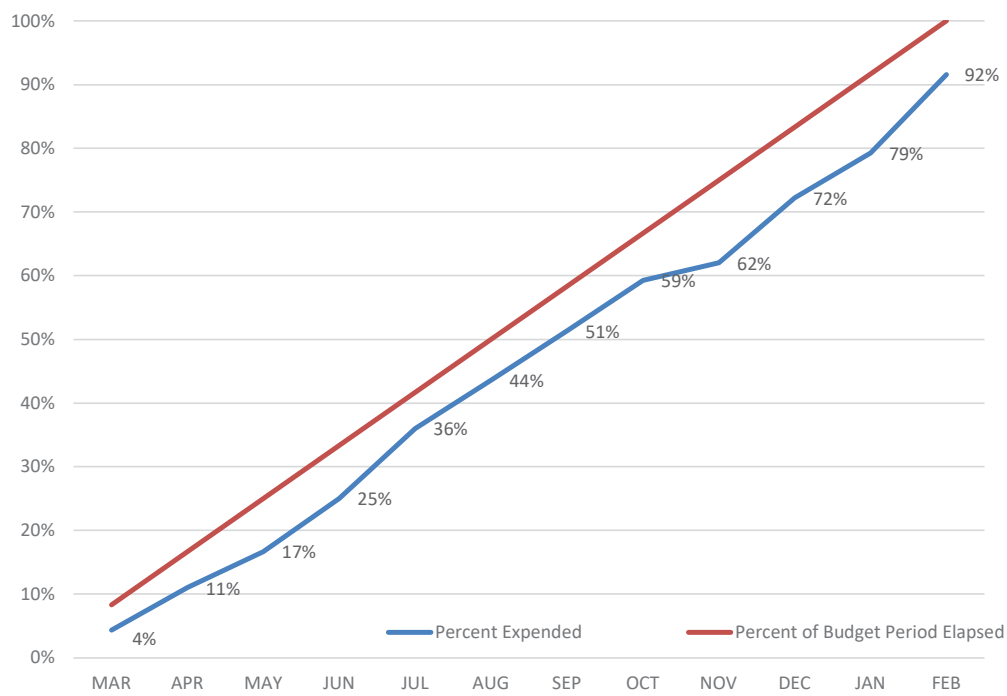
PERSONNEL		467,223	(467,223)		
FRINGE BENEFITS		125,942	(125,942)		
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	1,601,144	747,404	853,740	47%	53%
OTHER	24,512	205,266	(180,754)	837%	-737%
INDIRECT	-	79,821	(79,821)		
<b>TOTAL CARRYOVER</b>	<b>1,625,656</b>	<b>1,625,656</b>	<b>0</b>	<b>100%</b>	

<b>GRAND TOTAL EHS FEDERAL FUNDS</b>	<b>19,062,576</b>	<b>17,609,971</b>	<b>1,452,605</b>	<b>92%</b>	<b>8%</b>
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Budget reflects Notice of Award #09CH011132-04-01

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

Early Head Start  
Percent Expended Compared to Percent of Budget Period Elapsed





## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: April 13, 2023

Subject: *Early Head Start – San Joaquin (No Cost Extension)*  
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

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The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Twenty-five months (100%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

### **Base Funds**

Overall expenditures are at 105% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 100% of the budget.

### **Carryover Funds**

Overall expenditures are at 40% of the budget.

### **COVID Cares Funds**

Overall expenditures are at 100% of the budget.

### **Non-Federal Share**

Non-Federal share is at 117% of the budget.

**Community Action Partnership of Kern  
Early Head Start - San Joaquin County  
Budget to Actual Report**

Budget Period: February 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: February 1, 2021 - February 28, 2023

Month 25 of 25 (100%)

Prepared 04/04/2023

<b>BASE FUNDS</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
PERSONNEL	3,509,263	3,702,214	(192,951)	105%	-5%
FRINGE BENEFITS	985,996	939,379	46,617	95%	5%
TRAVEL	0	0	0		
EQUIPMENT	45,000	31,190	13,810	69%	31%
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	894,660	(117,932)	115%	-15%
INDIRECT	536,733	478,608	58,125	89%	11%
<b>TOTAL</b>	<b>6,007,877</b>	<b>6,297,323</b>	<b>(289,446)</b>	<b>105%</b>	<b>-5%</b>

**TRAINING & TECHNICAL ASSISTANCE FUNDS**

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	4,264	(745)	121%	-21%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
<b>TOTAL</b>	<b>128,816</b>	<b>129,106</b>	<b>(289)</b>	<b>100%</b>	<b>0%</b>

**CARRYOVER**

EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	115,245	265,997	30%	70%
INDIRECT	41,905	77,006	(35,101)	184%	-84%
<b>TOTAL</b>	<b>481,986</b>	<b>192,251</b>	<b>289,735</b>	<b>40%</b>	<b>60%</b>

**COVID CARES - Carried over from 2020-21**

PERSONNEL		19,203	(19,203)		
FRINGE BENEFITS		3,331	(3,331)		
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
<b>TOTAL</b>	<b>106,797</b>	<b>106,797</b>	<b>(0)</b>	<b>100%</b>	<b>0%</b>

<b>GRAND TOTAL EHS FEDERAL FUNDS</b>	<b>6,725,476</b>	<b>6,725,476</b>	<b>0</b>	<b>100%</b>	<b>0%</b>
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<b>NON-FEDERAL SHARE</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
<b>TOTAL NON-FEDERAL FUNDS</b>	<b>1,630,480</b>	<b>1,913,366</b>	<b>(282,885)</b>	<b>117%</b>	<b>-17%</b>

Centralized Administrative Cost      6.6%  
Program Administrative Cost      2.8%  
**Total Administrative Cost      9.4%**

Budget reflects Notice of Award #09CH011406-02-02 and NOA 09CH011406-02-04

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023



## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: April 13, 2023

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*  
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

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The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through February 28, 2023. Twenty-four months (100%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

### **Base Funds**

Overall expenditures are at 100% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 100% of the budget.

### **Carryover Funds**

Overall expenditures are at 100% of the budget.

### **COVID Cares Funds**

Overall expenditures are at 100% of the budget.

### **Non-Federal Share**

Non-Federal share is at 134% of the budget.



**Community Action Partnership of Kern  
Early Head Start Child Care Partnerships + Expansion  
Budget to Actual Report**

Budget Period: March 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: March 1, 2021 - February 28, 2023

Month 24 of 24 (100%)

Prepared 04/04/2023

<b>BASE FUNDS</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,167	33,569	82%	18%
TRAVEL	0	0	0		
SUPPLIES	37,083	176,453	(139,370)	476%	-376%
CONTRACTUAL	1,091,504	976,573	114,931	89%	11%
OTHER	231,300	346,991	(115,691)	150%	-50%
INDIRECT	215,164	208,697	6,467	97%	3%
<b>TOTAL BASE FUNDING</b>	<b>2,427,668</b>	<b>2,424,489</b>	<b>3,179</b>	<b>100%</b>	<b>0%</b>

**TRAINING & TECHNICAL ASSISTANCE**

TRAVEL	5,294	2,750	2,544	52%	48%
SUPPLIES	16,391	35,505	(19,114)	217%	-117%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	5,107	(0)	100%	0%
<b>TOTAL TRAINING &amp; TECHNICAL ASSISTANCE</b>	<b>56,185</b>	<b>56,196</b>	<b>(11)</b>	<b>100%</b>	<b>0%</b>

**CARRYOVER**

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,366,556	92,026	96%	4%
CONTRACTUAL	14,000	4,000	10,000	29%	71%
OTHER	14,121	123,875	(109,754)	877%	-777%
INDIRECT	4,412	15,459	(11,047)	350%	-250%
<b>TOTAL CARRYOVER</b>	<b>2,507,114</b>	<b>2,509,890</b>	<b>(2,776)</b>	<b>100%</b>	<b>0%</b>

**COVID CARES**

PERSONNEL		3,622	(3,622)		
FRINGE BENEFITS		579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	99,235	(74,874)	407%	-307%
INDIRECT	10,206	1,904	8,302	19%	81%
<b>TOTAL COVID</b>	<b>112,302</b>	<b>112,302</b>	<b>0</b>	<b>100%</b>	<b>0%</b>

<b>GRAND TOTAL EHS FEDERAL FUNDS</b>	<b>5,103,269</b>	<b>5,102,876</b>	<b>393</b>	<b>100%</b>	<b>0%</b>
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**NON-FEDERAL SHARE**

<b>SOURCE</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
IN-KIND	588,256	790,157	(201,901)	134%	-34%
<b>TOTAL NON-FEDERAL</b>	<b>588,256</b>	<b>790,157</b>	<b>(201,901)</b>	<b>134%</b>	<b>-34%</b>

Budget reflects Notice of Award #09HP000163-03-02

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023



## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: April 13, 2023

Subject: *American Rescue Plan Funding*  
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

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The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through February 28, 2023, twenty-three months (95.83%) of the 24-month budget period have elapsed.

### **COVID**

Overall expenditures are at 100% of the budget. These funds are being utilized to support the Summer Bridge Program options.

### **American Rescue Plan Act**

Overall expenditures are at 100% of the budget. These funds are being utilized to support the retention incentive for staff and Construction.

# Community Action Partnership of Kern

## American Rescue Plan

### Budget to Actual Report

Budget Period: April 1, 2021 - March 31, 2023

Report Period: April 1, 2021 - February 28, 2023

Month 23 of 24 (95.83%)

Prepared 01/06/2023

<b>COVID</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
PERSONNEL		502,095	(502,095)		
FRINGE BENEFITS		107,505	(107,505)		
TRAVEL					
EQUIPMENT					
SUPPLIES	500,000		500,000		
CONTRACTUAL					
OTHER	170,559		170,559		
INDIRECT	0	60,959	(60,959)		
<b>TOTAL</b>	<b>670,559</b>	<b>670,559</b>	<b>0</b>	<b>100%</b>	<b>0%</b>

#### American Rescue Plan Act

PERSONNEL	763,438	976,097	(212,659)	128%	-28%
FRINGE BENEFITS	251,934	74,671	177,263	30%	70%
TRAVEL					
SUPPLIES	553,540		553,540	0%	100%
CONTRACTUAL					
OTHER	830,310	34	830,276	0%	100%
CONSTRUCTION		1,509,956	(1,509,956)		
INDIRECT	266,580	105,077	161,503	39%	61%
<b>TOTAL</b>	<b>2,665,802</b>	<b>2,665,835</b>	<b>(33)</b>	<b>100%</b>	<b>0%</b>

<b>GRAND TOTAL ARP FEDERAL FUNDS</b>	<b>3,336,361</b>	<b>3,336,394</b>	<b>(33)</b>	<b>100%</b>	<b>0%</b>
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Centralized Administrative Cost	5.0%
Program Administrative Cost	0.0%
<b>Total Administrative Cost</b>	<b>5.0%</b>

Budget reflects Notice of Award #09HE000432-01-01

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	YTD Totals	Kern/ SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	6,091	6,995	6,460	0	0	2,344	8,249	9,224	8,232	7,961	9,626	8,112	73,294	Kern	40,535	181%
Alicante	20	6,683	6,417	5,282	5,603	1,531	2,196	4,548	5,769	6,331	5,618	8,381	7,371	65,731	Kern	20,268	324%
Angela Martinez	60	5,074	6,024	10,633	5,480	1,148	776	312	2,491	1,386	3,799	4,727	6,333	48,182	Kern	60,803	79%
Broadway	40	3,607	2,961	1,979	0	0	919	1,695	2,998	2,883	4,001	4,985	5,157	31,185	Kern	40,535	77%
California City	34	13,517	9,646	8,632	0	0	4,637	8,575	8,137	7,328	8,534	5,778	5,038	79,821	Kern	34,455	232%
Cleo Foran	23	5,334	3,038	3,203	2,393	2,032	1,065	2,672	3,004	4,343	2,335	2,734	1,415	33,567	Kern	23,308	144%
Delano	76	13,615	10,753	8,740	0	0	5,146	9,870	8,771	11,864	13,108	14,796	14,734	111,398	Kern	77,017	145%
East California	52	12,674	12,159	12,553	7,210	3,713	6,436	5,564	7,979	8,752	6,588	7,331	6,475	97,432	Kern	52,696	185%
Fairfax	40	4,711	4,469	3,010	0	0	1,084	3,019	4,436	6,004	4,595	8,743	12,396	52,468	Kern	40,535	129%
Fairview	40	11,153	11,122	9,377	0	0	0	0	0	0	0	0	0	31,652	Kern	40,535	78%
Harvey L. Hall	156	14,849	12,921	12,144	10,731	8,322	9,204	9,448	8,532	8,876	8,745	12,737	11,704	128,213	Kern	158,087	81%
Heritage	20	1,210	1,497	398	0	0	1,318	2,892	4,208	3,493	3,829	3,976	3,384	26,206	Kern	20,268	129%
Home Base	123	4,900	6,931	6,657	4,991	7,050	7,068	5,996	10,558	12,089	11,468	11,286	9,357	98,352	Kern	62,323	158%
Lamont	20	3,579	105	0	0	0	0	4,257	4,402	6,312	6,446	5,974	4,849	35,924	Kern	20,268	177%
Martha J. Morgan	72	8,977	9,258	10,741	7,007	5,257	5,572	9,494	12,040	12,231	12,625	11,729	12,149	117,080	Kern	72,963	160%
McFarland	20	14,755	13,839	6,654	0	0	2,153	2,245	7,487	9,266	6,408	13,479	7,876	84,161	Kern	20,268	415%
Mojave	20	0	0	0	0	0	416	1,041	2,137	2,927	1,893	2,595	2,695	13,704	Kern	20,268	68%
Oasis	60	6,311	7,403	5,303	0	0	4,271	8,862	6,489	7,215	8,791	14,928	13,063	82,636	Kern	60,803	136%
Pete H. Parra	128	22,284	22,653	23,904	19,486	8,987	14,599	13,498	11,901	7,771	11,742	12,762	18,957	188,544	Kern	129,713	145%
Planz	20	1,051	909	506	0	0	0	0	0	0	0	0	0	2,466	Kern	20,268	12%
Primeros Pasos	78	10,068	9,300	12,109	10,241	3,707	7,301	7,296	7,358	5,563	9,193	11,216	11,178	104,530	Kern	79,044	132%
Rosamond	80	7,713	6,819	1,418	0	0	1,681	1,121	1,753	1,814	1,575	2,084	534	26,512	Kern	81,070	33%
San Diego	40	3,964	3,724	3,973	3,725	4,793	3,394	3,833	4,069	6,227	3,143	2,759	195	43,800	Kern	40,535	108%
Seibert	40	107	65	0	0	0	2,119	3,067	2,216	2,383	1,392	966	1,662	13,977	Kern	40,535	34%
Shafter	20	8,891	9,422	7,989	9,690	2,325	2,784	2,958	4,001	3,143	4,067	3,899	2,944	62,110	Kern	20,268	306%
Shafter HS/EHS	25	6,293	5,298	5,028	3,947	3,540	5,404	3,783	4,384	3,307	2,764	2,184	1,284	47,215	Kern	25,334	186%
Sterling	124	8,587	8,286	8,237	6,427	5,825	4,793	5,794	9,393	9,914	9,515	13,874	11,237	101,884	Kern	125,659	81%
Sunrise Villa	20	2,893	2,246	1,353	0	0	302	1,909	12,223	9,554	8,500	7,329	3,748	50,057	Kern	20,268	247%
Taft	63	3,570	3,771	2,365	0	0	145	1,384	1,657	3,467	1,677	2,786	3,101	23,922	Kern	63,843	37%
Tehachapi	34	1,674	1,695	787	0	0	0	166	1,624	1,439	1,112	1,367	1,600	11,463	Kern	34,455	33%
Vineland	20	849	1,325	0	0	0	0	161	1,389	3,176	1,119	1,863	2,097	11,979	Kern	20,268	59%
Virginia	40	7,331	6,314	5,408	0	0	1,558	6,378	7,084	7,928	9,298	8,595	6,564	66,460	Kern	40,535	164%
Wesley	60	17,881	16,343	11,003	0	0	3,590	12,546	19,245	20,691	15,002	18,677	17,927	152,904	Kern	60,803	251%
Willow	55	6,419	5,852	3,338	0	0	247	2,437	3,596	4,290	5,674	6,445	7,080	45,376	Kern	55,736	81%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	Kern	0	0%
PC Planning		0	0	0	339	0	195	0	0	0	0	0	0	534	Kern	0	0%
PC By Laws		0	0	0	53	0	49	0	0	0	0	0	0	101			
Governance		368	213	210	34	0	0	251	277	0	0	0	47	1,400	Kern	15,000	9%
Program Services		370	0	0	0	0	0	0	179	596	223	0	988	2,357	Kern	74,265	3%
California Street	24	7,215	6,419	6,840	5,260	4,612	4,930	3,680	3,993	3,348	3,572	4,386	3,919	58,174	SJC	39,646	147%
Chrisman	20	4,462	4,206	4,631	4,070	4,567	5,748	5,476	5,158	5,231	5,109	5,616	5,032	59,304	SJC	33,039	180%
Glanone	16	0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	26,431	0%
Kennedy	16	4,837	4,626	2,588	1,947	3,098	3,605	2,886	2,843	1,281	2,151	1,697	2,379	33,938	SJC	26,431	128%
Lodi Home Base	35	3,908	5,003	4,033	2,349	3,663	2,483	1,515	3,907	5,373	1,677	5,582	3,942	43,434	SJC	28,909	150%
Lodi UCC	30	2,870	2,612	3,750	3,525	6,254	5,480	8,554	8,079	5,274	6,989	5,598	5,455	64,440	SJC	49,558	130%
Manteca Home Base	12	2,868	4,914	3,505	3,762	4,168	5,457	5,442	4,743	4,796	5,421	6,038	4,701	55,815	SJC	9,912	563%
Marci Massei	24	2,393	2,890	2,761	2,665	3,221	3,008	2,727	2,742	3,123	2,697	1,148	920	30,294	SJC	39,646	76%
St. Mary's	24	942	1,384	891	467	1,482	1,859	2,243	4,339	2,826	2,053	1,789	1,981	22,257	SJC	39,646	56%
Stockton Home Base	90	8,233	8,091	7,091	4,824	6,544	5,276	5,063	7,767	11,009	7,841	6,885	3,479	82,101	SJC	74,337	110%
Tracy Home Base	12	2,221	3,607	4,076	3,855	3,099	2,086	3,283	3,588	2,872	5,540	5,545	2,750	42,522	SJC	9,912	429%
Walnut	24	4,677	5,014	4,176	5,093	5,042	4,208	4,619	3,201	1,227	1,467	2,051	3,274	44,050	SJC	39,646	111%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
Program Services		100	100	697	518	75	88	88	458	200	0	2,515	0	4,837	SJC	0	0%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
<b>SUBTOTAL IN-KIND</b>	<b>2,090</b>	<b>292,078</b>	<b>278,638</b>	<b>244,436</b>	<b>135,692</b>	<b>104,055</b>	<b>146,990</b>	<b>200,894</b>	<b>251,825</b>	<b>257,356</b>	<b>247,256</b>	<b>289,462</b>	<b>261,080</b>	<b>2,709,762</b>	<b>0</b>	<b>2,230,643</b>	<b>121%</b>
State General Child Care*		225,590	215,386	223,645	214,040	134,741	194,744	192,905	225,747	210,577	210,967	214,282	215,460	2,478,085	Kern	2,821,834	88%
State Preschool*		468,476	403,837	407,462	237,630	182,181	354,638	452,716	529,198	492,046	443,829	522,656	500,892	4,995,561	Kern	3,865,832	129%
State Migrant Child Care*		8,159	10,870	12,275	10,345	4,863	6,336	6,700	8,166	6,999	6,878	7,700	7,509	96,800	Kern	125,833	77%
<b>SUBTOTAL CA DEPT of ED</b>		<b>702,225</b>	<b>630,094</b>	<b>643,382</b>	<b>462,015</b>	<b>321,785</b>	<b>555,719</b>	<b>652,320</b>	<b>763,111</b>	<b>709,622</b>	<b>661,674</b>	<b>744,638</b>	<b>723,861</b>	<b>7,570,446</b>		<b>6,813,499</b>	<b>111%</b>
State General Child Care*		71,287	70,881	72,768	60,412	32,900	43,982	41,161	47,645	43,952	56,878	65,426	69,552	676,845	SJC	1,175,152	58%
<b>SUBTOTAL CA DEPT of ED</b>		<b>71,287</b>	<b>70,881</b>	<b>72,768</b>	<b>60,412</b>	<b>32,900</b>	<b>43,982</b>	<b>41,161</b>	<b>47,645</b>	<b>43,952</b>	<b>56,878</b>	<b>65,426</b>	<b>69,552</b>	<b>676,845</b>		<b>1,175,152</b>	<b>58%</b>
<b>GRAND TOTAL</b>		<b>1,065,590</b>	<b>979,613</b>	<b>960,586</b>	<b>658,119</b>	<b>458,740</b>	<b>746,691</b>	<b>894,375</b>	<b>1,062,581</b>	<b>1,010,930</b>	<b>965,808</b>	<b>1,099,526</b>	<b>1,054,493</b>	<b>10,957,053</b>		<b>10,219,294</b>	<b>107%</b>
														<b>CCP In-Kind</b>			
														<b>926,226</b>			
														<b>Total In-kind</b>			
														<b>11,883,279</b>			

Community Action Partnership of Kern  
Early Head Start Child Care Partnerships  
Non-Federal Share and In-Kind Year-to-Date Report  
Budget Period: March 1, 2022 through February 28, 2023  
Report for period ending January 31, 2023 (Month 11 of 12)

Percent of year elapsed: 91.7%


LOCATION	FUNDED ENROLL- MENT	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	1,189	1,180	1,171	1,149	966	0	1,054	0	487	956	1,268	10,549	103,398	10%
Kern Community College District - BC	32	15,611	7,572	8,421	11,561	11,410	4,607	12,507	15,261	16,283	1,778	10,054	134,965	137,864	98%
KCSOS - Blanton	16	21,102	18,285	24,742	8,032	5,208	128	6,840	9,123	8,062	14,036	56,375	183,864	68,932	267%
Garden Pathways	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Taft College	42	53,639	51,151	56,313	58,691	52,646	63,791	56,805	51,780	35,961	29,379	50,037	596,847	180,947	330%
Escuelita Hernandez	16	0	0	0	0	0	0	0	0	0	0	0	0	68,932	0%
TBD	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0	0	0	0	0	0		
<b>GRAND TOTAL</b>	<b>152</b>	<b>91,541</b>	<b>78,187</b>	<b>90,647</b>	<b>78,284</b>	<b>69,264</b>	<b>68,526</b>	<b>76,151</b>	<b>76,165</b>	<b>60,306</b>	<b>45,194</b>	<b>116,466</b>	<b>926,226</b>	<b>654,854</b>	<b>141%</b>

Budget reflects Notice of Award #09HP000163-03-04



## MEMORANDUM

To: Budget and Finance Committee

From:   
Emilio Wagner, Director of Operations

Date: April 13, 2023

Subject: *Agenda Item 4b*: Selection of Friendship House Sports Field Lighting Contractor – **Action Item**

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### Background

CAPK was allocated \$1,000,000 from a line item in the State of California budget for the fiscal year of 2022-2023 to provide site improvements of sports field lighting and perimeter fencing for the Friendship House Community Center. The grant required that a local government facilitator be involved in the transaction to which the City of Bakersfield agreed. The agency and city have both approved an agreement facilitating this arrangement.

The scope of the lighting project includes a fully lit sports field to allow for various options and configurations of the space, such as field sports, softball, or other activities requiring a fully lit area. In addition, lighting has been added to illuminate the exterior basketball courts.

### Current Events

As a result of a request for proposal, three contractors responded with a design-build to meet the required specifications. The selection was based on qualifications and price, please see the scoring summary attached. The highest-scoring proposal in this case was also the lowest bid with a total cost of \$350,000. Bronco Electric has completed other like projects for the Kern High School District.

### Recommendation:

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute a contract with Bronco Electric Inc. and any subsequent amendments.

### **Attachments:**

*Bronco Electric Proposal*  
*Scoring Summary*

# REQUEST FOR PROPOSALS (RFP) FOR

Design Build

LED Sports Field Lighting Design

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*Request for Proposal Number: FHCC 2022-002*

*December 20, 2022*

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**REQUEST FOR PROPOSALS (RFP):**

Design Build Services  
LED Sports Field Lighting

**GENERAL CONDITIONS**

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**I. PURPOSE**

Community Action Partnership of Kern (CAPK) is soliciting proposals from qualified vendors to provide design build services for the installation of LED sports field lighting at the Friendship House located at 2424 South Martin Luther King Blvd.

CAPK owns and operates The Friendship House Community Center which consists of approximately 84,000 square feet of sports field which is used throughout the year for youth soccer. CAPK wishes to expand the use of this field for other purposes to include nighttime games and practices.

**A. Proposal Submission Information**

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. November 9, 2022**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at [procurement@capk.org](mailto:procurement@capk.org).
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

**B. Proposal Submission Instruction to Vendors:** Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)

RFP No. FHCC 2022-002

ATTN: Business Services

5005 Business Park North

Bakersfield, CA 93309

Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.



**Expected Timelines:**

	<b>Date(s)</b>	<b>Event</b>
1	October 11, 2022	RFP Released to public
2	October 18, 2022	Due date for Vendor Questions -Please email to Procurement@capk.org
3	October 21, 2022	Responses to Vendor questions emailed to Vendors
4	<b>November 9, 2022 by 2:00pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>
5	November 16, 2022	Notification of Award
6	November 18, 2022	Contract preparation

- C. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive any and all informalities or irregularities in any proposal.
- D. Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.
- E. Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **November 30, 2022**.  
Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.
- F. Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.  
A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

## **II. SPECIFICATIONS**

- A. Project Summary:** A conceptual design is attached to depict the proposed location. The project will require site development.

Project location:            2424 South Martin Luther King Blvd, Bakersfield, CA 93307

Contractor shall develop a fee for each phase, design, and construction found in the scope of services below. Once the contract is executed contractor may commence Phase I of the project, Phase II will commence once a notice to proceed is issued by CAPK.

**CAD site plan is available upon request.**

**B. Scope of Services:**

This project includes but not limited to the complete design and construction of an LED sports field lighting system for the area identified on the provided site plan. Including but not limited to photometric design, lighting controls, light poles, interconnection, underground conduit, wiring, breakers, panels, light fixtures, and base footings.

1. Permits and Fees: Apply for, obtain, and pay for permits and fees required to perform the work. Submit copies to owner.
2. Architectural or engineering: Contractor will be responsible for any necessary engineered and architectural drawings required for the submittal of plans to the local building department. Copies to be submitted to owner.
3. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to owner.
4. Dimensions: Note that the dimensions herein are to provide bidders with an approximate scope of work for the project and it is the bidder's sole responsibility to accurately and completely determine the amount of material and labor necessary to complete the work; no additional costs or time delays will be considered by the owner for bidder's inaccurate determinations.
5. Existing Conditions: Notify owner of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior approval.
6. All existing items not to be removed shall be protected from damage and if damaged contractor will be required to return the items to its original condition.
7. Contractor is responsible for the design of all components mentioned in this scope and must meet local code requirements for a fully operational system.
8. Awarding contractor shall provide any applicable color samples.

**Photometric Study**

- A. A photometric study must be completed to ensure atleast 30-foot candles per vertical square foot.
- B. Copies of the photometric study shall be provided to the owner.

**Lighting Uniformity**

- A. Class 3 with at least .5 lighting uniformity.

**Lighting Controls**

- A. A wireless/remote control system is preferred. Prefer to eliminate the possibility of any type of vandalism of a control box. If a control box is required, it must be installed in a secondary lockbox. The wireless system shall be capable of turning on and off the lighting and any other options via a cellular smartphone or tablet.
- B. Contractor will be responsible for providing any necessary wired or wireless communication signal to the device location. Contractor will be responsible for the patch cable from the onsite network switch to the patch panel and wiring from the patch panel through the path to the device location. If no path exists contractor will be responsible for creating a path. If a wireless access point is required contractor will mount the AP in a location that cannot be tampered with.

#### Fixtures

- A. New LED Sports Lighting fixtures capable of maintaining the foot candles identified on the photometric plan.
- B. Color Temperature 5000K

#### Electrical

- A. Original electrical plan set has been provided to identify the existing electrical load and design.
- B. Contractor will be required to evaluate the current MSB, to ensure that the additional load of the lighting can be handled.
- C. Contractor can use any existing available paths to the sports field to power the lighting system and control panel. If a new path is required to MSB contractor will be responsible for returning any disturbed landscaping, flat work, or other surfaces to their original finish.
- D. Coordinate with the owner on the placement of any additional subpanels that may be necessary.
- E. Lighting control panel can be located outside but must be lockable and secure.
- F. Any pull boxes will need a locking lid to be secure from vandalism or theft of wire.
- G. If any junction boxes are to be mounted to the light poles they shall be out of reach without the use of a ladder or tamper-resistant. Prefer that any splices needed are performed in a pull box near the light pole with a secure lid.

#### Light poles and footings

- A. Footings to be designed and constructed to meet applicable California building codes. Contractor is responsible for any necessary engineering.
- B. Light poles shall be provided that meet required code related to structural criteria, such as but not limited to, wind load and seismic criteria.
- C. Pole shall embed into concrete footing.
- D. Galvanized finish preferred.

#### Warranties

- A. Provide everything necessary including without limitation: labor, material and equipment to replace or repair any defective installation and or manufacturer's defect for a period of one year from completion at no additional cost to the Owner.
- B. OEM manufacturer's warranty on all products used.

#### C. Minimum Qualifications:

- a. California registration and licensing in the appropriate and applicable disciplines.
- b. Thorough knowledge of California Building Codes and all applicable State Statutes, building codes and regulations including, Americans with Disabilities Act, without limitation, the provisions of Local Public Contracts Law.
- c. Current relevant working experience designing similar projects.
- d. Upon award of the contract, ability to secure professional liability insurance for error and omissions as well as commercial general liability, automobile liability and workers' compensation insurance.

### III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. ☐ **Cover Letter:** Include a cover letter expressing the firm's interest and understanding of the request for proposals. The letter should name all the persons authorized to make representations for the Proposer and be signed by an authorized representative.
- B. ☐ **Type of organization (i.e.)** individual, partnership, corporation, etc.
- C. ☐ **Firm Background:** Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.
- D. ☐ **List the qualifications of key personnel** who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.
- E. ☐ **Briefly propose a general work plan** to complete the services for the CAPK LED sports field lighting project relative to the scope of work as outlined in this RFP.
- F. ☐ **List of sub-contractors** along with license numbers connected with the project.
- G. ☐ **Please include any discounts** provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- H. ☐ **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.
- I. ☐ **Vendor Information Sheet:** Appendix A.
- J. ☐ **W-9:** Appendix B.
- K. ☐ **Additional Terms and Conditions:** Appendix C.

### IV. VENDOR REQUIREMENTS

- A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK's needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

### V. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.
- B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets

unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

## VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors.

### Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

### Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: “The Non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.” The selection process is designed to ensure that the Vendor's services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

- A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

<p><b>Background and experience in providing similar services.</b></p> <p>Identify the team members being assigned to the project, their specific role in the project and how they have the requisite qualifications and experience to perform in the proposed role.</p> <p>Provide examples of three (3) Similar Projects (see definition below) that the Proponent has been engaged in.</p> <p>Identify sub-contracts being assigned to the project, their specific role in the project, and how they have the requisite qualifications and experience to perform in the proposed role.</p>	Points = 20
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2. Reference: Do you have experience with clients that are similar to CAPK's? Provide 3 references with contact information	Points = 15
<b>Experience and Past Performance Record</b> Demonstrate previous success in meeting client objectives within prescribed timelines and original budgets.  Describe the approach to dealing with and implementing stakeholder requests into the project.	Points = 20
<b>Understanding of Project</b> Proposed methodology for carrying out the work.  Provide examples of any innovative tools or processes utilized that would improve the likelihood of project success.  Identify high-level concepts and options that will be reviewed in trying to achieve the objectives for the project.  Strategy for ensuring that quality assurance and quality control are maintained throughout all stages of the project.	Points = 15
5. Fee - Design– <b>See Bid Sheet Attachment A</b>	Points = 15
6. Fee - Construction Administration – <b>See Bid Sheet Attachment A</b>	Points = 15
Total	<b>Points =100</b>

- C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK's proposal evaluation team.

- D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

## VII. CONDITIONS TO AWARD

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

## VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

## VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

## ATTACHMENT A

Offerors will be required to submit with their Proposals with the following fee components:

- |                     |              |
|---------------------|--------------|
| a. Design Fee       | \$15,000.00  |
| b. Construction Fee | \$335,000.00 |

**Note: \$29,000 is budgeted for Building Permit Fees and is included in Construction Fee Total.**

**Additional lighting to light up basketball court is also included in price per Musco Design**

The Construction Fee will be a fixed fee and should cover the cost of the contractor's overhead and profit, total construction cost and all necessary permitting, for a fully operational lighting system.

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**APPENDIX A**

Community Action Partnership of Kern  
 • Procurement Department •  
 5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

**VENDOR INFORMATION SHEET**

Date:	11-10-2022			Prepared By:	Bret Smith		
Official Business Name:	Bronco Electric, Inc.						
DBA:							
Location Address:	1711 Art Street	Bakersfield	Ca	93312			
Remit Address:	Street	City	State	Zip			
	1711 Art Street	Bakersfield	Ca	93312			
Contact Person:	Bret Smith	Title:	Treasurer				
Phone #:	661-589-9439	Accts. Receivable Phone #:	661-589-9439				
Fax #:	661-588-2220	Customer Service Phone #:	661-589-9439				
CAPK Vendor #:	Unknown- We are Current Vendor	E-mail Address:	bsmith@broncoelectric.com				
Federal ID # or SS#:	77-0333484	Type of Business:	Electrical Contractor				
Contractor Lic #:	C-10 427730	Business Lic #:	2300004283	City Issued:	Bakersfield		
General Liability Insurance Carrier & Policy #:	CNA Policy # 6081559183						
Auto Liability Insurance Carrier & Policy #:	CNA Policy # BUA 6081439206						
Workers Compensation Insurance Carrier & Policy #:	Insurance of the West Policy # WPL 5027620 07						

**FEDERAL TAX CLASSIFICATION:**

☐ Individual/Sole Proprietor  
 ☐ C Corporation  
 ☒ S Corporation  
 ☐ Partnership  
 ☐ Trust/Estate  
☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership  
☐ Other:

**BUSINESS ENTITY/CLASSIFICATION:**

☐ Board Member  
☐ Employee  
☐ Faith Based  
☐ Fed Gov't  
☒ For Profit  
☐ Housing Collaborative  
☐ Local Gov't  
☐ Non-Profit  
☐ Parent  
☐ Post Secondary Ed  
☐ Provider  
☐ School District

**SBA CLASSIFICATION:**

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

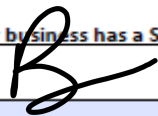
☐ Minority-Owned  
☐ Small Business  
☐ Veteran-Owned  
☐ Woman-Owned

Years in Business: 42

Accept Purchase Orders: ☒ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature:



Print Name:

Bret Smith

Title:

Treasurer

Date:

11-10-2022

REV. 012516

# APPENDIX B

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type  
See Specific Instructions on page 2.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above  
**Bronco Electric, Inc.**

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
*Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.*  
☐ Other (see instructions) ▶ \_\_\_\_\_  
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**1711 Art Street**

**6** City, state, and ZIP code  
**Bakersfield, Ca. 93312**

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

*Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.*

Social security number
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</div> </div>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here		Date ▶ <b>11-10-2022</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## APPENDIX C

### Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.
17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

**18. INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.
- f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agent's employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.



12-20-2022

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**Signature**

**Date**

**Bret Smith**

---

**Print Name**

**Bronco Electric, Inc.**

---

**Company Name**

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**A.**

Bronco Electric, Inc. is very interested in performing the Design and Construction of the LED Sports Field Lighting as per RFP No. FHCC 2022-002.

Bronco Electric's understanding of the project is as follows:

- Permit Fees for Building Department Permit
- Musco Pole System
- Provide Sports Lighting Poles and LED heads as per Design Criteria
- Provide photometric plan to CAPK for approval
- Design electrical system as needed for Sports Lighting RFP
- Provide Electrical Engineering review and Stamp as required by RFP
- Provide Errors and Omissions Insurance for Electrical Design
- Provide Drafting for Plans for Building Department
- Provide In House Surveying as needed for Pole Placement
- Auger Holes as needed for Precast Sports Light Bases
- Install Bases and Concrete as per Structural Design
- Install conduit and wiring per electrical Design Plans
- Trench and backfill as need for conduits
- Install Christy Boxes at each pole with Bolt down lids as requested for security
- Install Control Panel and Electrical Sub-panel adjacent to existing conduit stub per As-Builts supplied
- Install Feeder wiring to new sub-panel as needed
- Build and Install Sports Lighter Poles and Laser aim per Design Drawings
- Verify Operation and Provide 2 Hour training for Maintenance personnel for programming of Sports Lighter Controls per RFP
- Trenches to pole lights are to be reseeded with grass to match existing (No sod for replacement)
- Excess dirt spoils from Sports Lighting pole bases to be removed from site
- Provide Arc Flash Labeling on Panel and new breaker as needed per Code
- Provide one year warranty as per RFP
- Coordinate with Building Department for Inspections as needed
- Provide Temporary Restroom Facilities as needed for duration of Project

The following are authorized Representatives of Bronco Electric, Inc.

Bret Smith and Robbie Judd

**B.**

Bronco Electric, Inc. is a Corporation in the State of California.

**C.**

The Corporation of Bronco Electric, Inc. is structured with an ownership of 60% owned by Randall Smith and 40% owned by Bret Smith.

Bronco Electric, Inc. Serves the Kern County Area and has been in Business since 1980.

Bronco Electric, Inc. is financially stable and can provide Performance Bonding for this project if required.

Bronco Electric, Inc. is in Bakersfield California and has easy access to the project location as we are a Kern County Contractor.

**D.**

**Key Personnel Qualifications**

Bret Smith has a bachelor's degree from CSUB Bakersfield in Business Administration. A California Electrician State License, A Certified California Lighting Controls Acceptance Technician certification, Holds the Contractor's License for Bronco Electric, Inc. A Certified Master Electrician License in the State of Idaho. Is a Local 428 IBEW Apprenticeship Committee Member.

Robbie Judd has 15 years' experience with Electrical Project Management and Construction.

Zane Smith holds a bachelor's degree from Boise State in Construction Management. Is proficient in Auto cad, Revit and Navis Works.

**Similar Projects**

- Villa Caribe Park in McFarland California. Project consisted of panel work, site work to install sports lights and area pole lights.
- McFarland Stadium Lighting. Project Consisted of 6 Sports Light poles complete with site work and panel work.
- Frontier High School Stadium Lighting Project. Project consisted of 6 sports Light Poles site work and panel work.

All projects listed above are very similar in scope to this RFP. All projects were completed on schedule and no warranty work was needed!



**Sub-Contractor Roles**

- Tumblin Co has worked with us on other successful projects in this scope of work
- Antrox Engineering has completed many Design Build Projects for us in the past.
- T&T Crane Services has worked with us on every sports lighting install we have done. They are very experienced with the installation of the Sports Lighting Pole Light system.
- Our subcontractors have experience in this type of work

**E.**

Please refer to section **A** as this is the understanding and breakdown of the RFP showing all steps needed for successful completion of project!

**F.**

Sub-Contractor List with DIR Numbers

- Tumblin Construction DIR #1000003721
- T&T Crane DIR #1000016362

**G.**

Bronco Electric will provide a 2% discount which is reflected in our Construction Cost Line Item.

**H.**

Bronco Electric, Inc. its Vendors and key staff have no know Conflicts of Interest regarding providing these services to CAPK for this or any other projects.

Signed:

**I.**

See Attached (Appendix A) Vendor Information Sheet

**J.**

See Attached (Appendix B) W-9

**K.**

See Attached (Appendix C) Terms and Conditions

**SCORING ITEMS**

**Item 1:**

See Item D for

- Key Members assigned to project
- Three similar projects completed
- Sub-Contractors and Roles

**Item 2:** Clients Similar to CAPK

CAPK

- We are a current Vendor for CAPK and are in the finishing stages of three projects for Colombo Constructions for CAPK, Martha Morgan, Sterling Rd School and Harvey Hall School.
- Contacts Emilio Wagner e-mail [ewagner@capk.org](mailto:ewagner@capk.org)
- Joe Colombo [jcolombo@colomboconstruction.com](mailto:jcolombo@colomboconstruction.com)

Cal Water Service Co.

- Tammy Johnson [tjohnson@calwater.com](mailto:tjohnson@calwater.com)

Housing Authority of Kern County

- Janet Gourley [jgourley@kernha.org](mailto:jgourley@kernha.org)

**Item 3:**

- See Item D for similar projects. These projects were completed with in schedule set by General Contractor with input and coordination for our internal schedules
- We prescribe to the WBS (Work Breakdown Structure) to monitor and watch or projects throughout the construction project.
- This process helps us keep the project visible for scheduling and budgeting for our internal processes

Stakeholder Request Approach

- Our approach to requests for project stakeholders is as follows
- Once we receive a request or directive from a stakeholder, we generate a detailed labor and materials scope broken down by line item and present this to the Stakeholder in charge of the project to see if we are all in agreement to scope request.
- Once in agreement and all changes executed in written we will then proceed with the implementation of the request.

Item 4:

Understanding the Project

- Please see our breakdown of the project under Section A above
- This breakdown encompasses the project from start to finish
- With our experience in this scope of work we have a very good understanding of what is needed to complete this project
- We have invested in our Company equipment which in turn keeps our work down under our own control. Equipment we own are trenchers, compactors, Air compressors and Trimble survey equipment used with AutoCAD and Revit software. We use our Trimble layout station for our in-house installation layout drawings for our prefabrication. We have also invested in a 360-degree camera to monitor our projects with Open Space software which is a visual record of how the project progressed.
- We use all our equipment, software, and field personnel, which are IBEW trained, to provide a quality project that all Stakeholders and Bronco Electric can be proud to say we were a part of the Construction!

Item 5:

Fee -Design see Attachment A (Last Page of RFP)

Item 6:

Fee -Construction Administration see Attachment A (Last page of RFP)

**Additional Attachments for RFP**

Pole Location Plan

Photometric Plan

Pole and Fixture Cut Sheets

Attachment A (Pricing)

CAPK Friendship House Community Center Soccer

Bakersfield,CA

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1	70'	70'	2	TLC-LED-1200	2.34 kW	A
		70'	4	TLC-LED-1500	5.72 kW	A
		40'	2	TLC-LED-600	1.16 kW	A
S2	70'	70'	1	TLC-LED-1200	1.17 kW	A
		70'	4	TLC-LED-1500	5.72 kW	A
S3	60'	60'	2	TLC-LED-1200	2.34 kW	A
		60'	2	TLC-LED-1500	2.86 kW	A
S4	60'	60'	1	TLC-LED-1200	1.17 kW	A
		60'	2	TLC-LED-1500	2.86 kW	A
		60'	1	TLC-LED-900	0.89 kW	A
4			21		26.23 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Multi-Purpose	26.23 kW	21

Fixture Type Summary								
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity	
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	6	
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	1	
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	12	
TLC-LED-600	LED 5700K - 75 CRI	580W	65,600	>120,000	>120,000	>120,000	2	

Light Level Summary

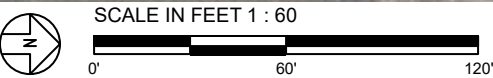
Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Basketball	Horizontal Illuminance	21.3	10	37	3.74	2.13	A	21
Multipurpose Field	Horizontal Illuminance	30.2	21	38	1.82	1.44	A	21
S Dr. MLK Jr. Blvd Spill	Horizontal	0	0	0	0.00		A	21
S Dr. MLK Jr. Blvd Spill	Max Candela (by Fixture)	0	0	0	0.00		A	21
S Dr. MLK Jr. Blvd Spill	Max Vertical Illuminance Metric	0	0	0	0.00		A	21

From Hometown to Professional





EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
1	S4	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

CAPK Friendship House Community Center Soccer  
Bakersfield,CA

GRID SUMMARY	
Name:	Multipurpose Field
Size:	320' x 280'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average:	30
Scan Average:	30.2
Maximum:	38
Minimum:	21
Avg / Min:	1.45
Guaranteed Max / Min:	2
Max / Min:	1.82
UG (adjacent pts):	1.60
CU:	0.78
No. of Points:	84
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "**Musco Control System Summary**" for electrical sizing.

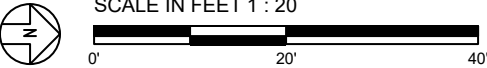
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
1	S4	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0



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CAPK Friendship House Community Center Soccer  
Bakersfield,CA

GRID SUMMARY	
Name:	Basketball
Size:	86' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average:	20
Scan Average:	21.3
Maximum:	37
Minimum:	10
Avg / Min:	2.17
Guaranteed Max / Min:	4
Max / Min:	3.74
UG (adjacent pts):	1.81
CU:	0.03
No. of Points:	40
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "**Musco Control System Summary**" for electrical sizing.

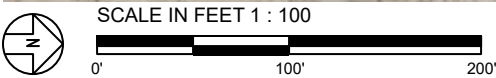
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
1	S4	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0



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Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

CAPK Friendship House Community Center Soccer  
Bakersfield,CA

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

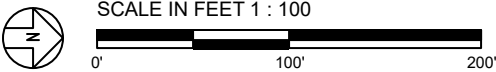
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
1	S4	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0



ENGINEERED DESIGN By: C.Hensley · File #223055C · 03-Nov-22

Pole location(s)  dimensions are relative to 0,0 reference point(s) 

CAPK Friendship House Community Center Soccer  
Bakersfield,CA

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

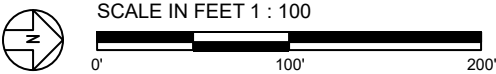
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
1	S4	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0



ENGINEERED DESIGN By: C.Hensley · File #223055C · 03-Nov-22

Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

CAPK Friendship House Community Center Soccer Bakersfield,CA

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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CAPK Friendship House Community Center Soccer  
Bakersfield,CA

EQUIPMENT LAYOUT

**INCLUDES:**

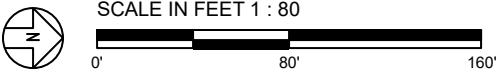
- Basketball
- Multipurpose Field

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "**Musco Control System Summary**" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN						
Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
1	S1	70'	-	70'	TLC-LED-1500	4
				40'	TLC-LED-600	2
				70'	TLC-LED-1200	2
1	S2	70'	-	70'	TLC-LED-1500	4
				70'	TLC-LED-1200	1
1	S3	60'	-	60'	TLC-LED-1500	2
				60'	TLC-LED-1200	2
1	S4	60'	-	60'	TLC-LED-900	1
				60'	TLC-LED-1500	2
				60'	TLC-LED-1200	1
				60'	TLC-LED-1200	1
4	TOTALS					21

SINGLE LUMINAIRE AMPERAGE DRAW CHART							
Ballast Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)					
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	480 (60)
TLC-LED-1200		7.0	6.6	6.1	5.2	4.2	3.0
TLC-LED-900		5.3	5.0	4.6	4.0	3.2	2.3
TLC-LED-1500		8.5	8.1	7.4	6.4	5.1	3.7
TLC-LED-600		3.4	3.2	3.0	2.6	2.0	1.5



Pole location(s) dimensions are relative to 0,0 reference point(s)





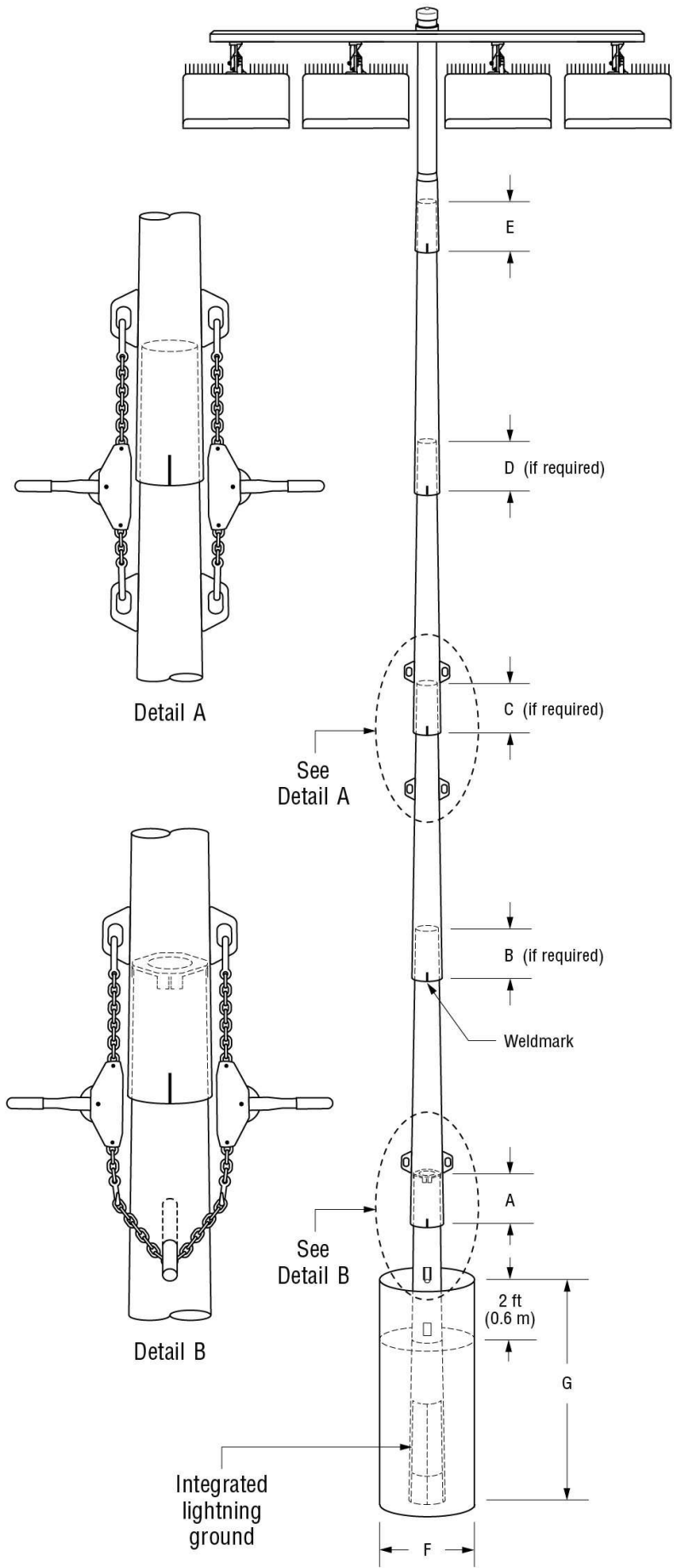
PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

TABLE 1: POLE ASSEMBLY			
POLE ID	POLE HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLED POLE WEIGHT <sup>3</sup> lb (kg)
S1	70 (21.3)	6	2245 (1018)
S2	70 (21.3)	5	1809 (821)
S3	60 (18.3)	4	1095 (497)
S4	60 (18.3)	4	1090 (494)

- Pole Assembly Notes:
- Steel pole should overlap concrete base and be seated tight with 1 1/2 ton come-alongs (contractor provided).
  - Align weldmarks on steel sections before assembling.
  - Assembled pole weight includes steel sections, crossarms, luminaires, and electrical components enclosures.
  - Section overlap must be pulled together until tight. Overlap measurement should be +/- 6 in (150 mm).
  - This document is not intended for use as an assembly instruction. See *Installation Instructions: Light-Structure System™ Lighting System* for complete assembly procedure.

TABLE 2: FOUNDATION DETAILS							
POLE ID	CONCRETE BASE WEIGHT lb( kg)	BURIAL INFORMATION <sup>3,4</sup>			CUT BASE	LIGHTNING GROUND <sup>5</sup>	
		F in (mm)	G ft (m)	CONCRETE BACKFILL <sup>1,2</sup> yd³ ( m³)		TYPE	SUPPLEMENTAL INSTRUCTION
S1	3780 (1715)	30 (762)	14 (4.3)	1.6 (1.2)	NO	INTEGRATED <sup>6</sup>	N/A
S2	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED <sup>6</sup>	N/A
S3	1870 (848)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED <sup>6</sup>	N/A
S4	1870 (848)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED <sup>6</sup>	N/A

- Foundation Notes:
- Concrete backfill is calculated to 2 ft (0.6m) below grade (no overage included). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
  - Concrete backfill required 3000 lb/in² (20 MPa) minimum.
  - Foundation design per 2019 CBC, 95 mph, exposure category C, variation STD.
  - Assumes IBC class 5 soils.
  - Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required. Contact Musco for materials and instruction.
  - Lightning protection is a manufacturer installed concrete encased electrode and connector. Ground connection is made when concrete base is installed and footing is poured. No additional steps required.



R60-62-00\_A

# TLC<sup>®</sup> *for* LED<sup>®</sup>

## Total Light Control<sup>™</sup>



  
We Make It Happen<sup>®</sup>

# Keeping Good Lighting Affordable

With the emergence of LED sports lighting, facility owners are discovering that different manufacturers produce vastly different results.

The LED light source has distinctive challenges and advantages. To realize the full potential of LED lighting, it takes experience and a proven system for controlling and applying the unique characteristics of the diode in a sports setting.

With Musco's more than 45 years of experience—and over a decade of researching LED—our Team has looked at the combination of issues to achieve the best solution to meet your needs from structures, to quality of on-field light, to off-site impact, to energy and costs.

The result is a system that makes Musco's great lighting even better.

## ***Better for players...***

who want to perform their best and be able to track the entire flight of the ball.

## ***Better for fans...***

who want to see the game better and enjoy world-class light shows watching preps or the pros.

## ***Better for neighbors...***

who won't have light spill or glare in their homes or lights left on when not in use.

## ***Better for the night sky...***

with more light directed onto the field and less spilling above it.

## ***Better for your budget...***

an affordable system that's built to last and control operating costs.

***And you won't have to worry about maintenance costs for up to 25 years.***

# Control

from foundation to poletop...

from the light source to the field,  
preserving the night sky...

assuring the results you expect,  
day 1... year 1... and for 25 years.



# A Unique System Design

## *5 Easy Pieces™ complete from foundation to poletop.*

While other manufacturers produce single light fixtures, our system approach delivers better long-term reliability and trouble-free operation.

Whether it's Light-Structure System™ complete from foundation to poletop, or SportsCluster® System retrofitted to existing structures, we include lighting, structural, and electrical components designed to work together.

Our system provides a more protective environment for the LED's sensitive electronics, integrated grounding, surge protection, and remote drivers so servicing can be done from a step ladder, not a lift.

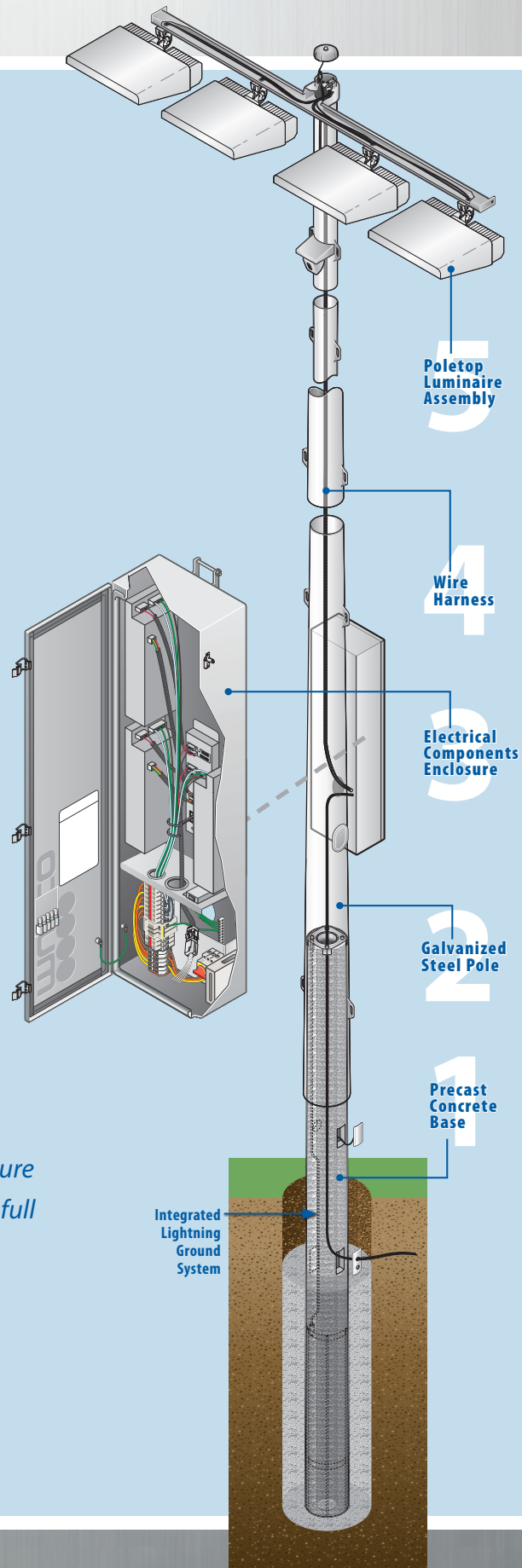
## *And we guarantee its performance for up to 25 years.*



**Control**  
from the foundation to the poletop.



**TLC<sup>®</sup> for LED<sup>®</sup>**  
Total Light Control<sup>™</sup>



*"Advancements in all aspects of fixture design are critical to achieving the full performance of LED technology."*

— U.S. Department of Energy  
[www.energy.gov/eere/ssl/led-basics](http://www.energy.gov/eere/ssl/led-basics)



# A Better Night Game Experience

The key issues in sports lighting haven't changed—how do you put more light onto the field, spill less around it, protect the night sky, reduce glare, and ensure it performs when needed and withstands the elements.

Our TLC for LED® system delivers highly-controlled downward light from the poletop, along with precisely-targeted upward light from our BallTracker® luminaires. Together, this patented system illuminates the underside of a ball in flight, creates better contrast against the dark night sky, and creates unparalleled cut-off, preventing spill and glare from affecting the surrounding area.

And for an enhanced entertainment experience, Musco's strategically located color-changing luminaires and innovative light-to-sound synchronization capabilities create Big League light shows for players and fans at fields of all sizes.

***This is why, when you walk onto a field lighted by Musco, it just looks better.***

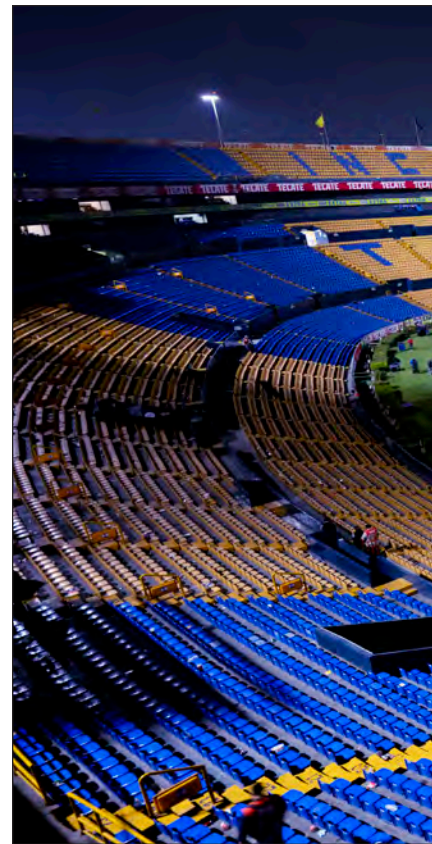
*"Now you can actually see the seams of the baseball coming in at you, and you can pick up spin easier. BallTracker is really important because when the ball gets up into the air it keeps the ball white against the dark sky. So it helps a lot."*

— Nate Esposito, Wilmington Blue Rocks (MiLB)

Control  
from the light source to the field.



Sahlen Field - Buffalo, New York, USA



Estadio Tigres - Nuevo Leon, Mexico





With patented BallTracker® technology, players enjoy quality lighting, no glare, and better ability to track the entire flight of the ball.



Mount Rushmore - Keystone, South Dakota, USA

Pinpoint control from 1,100 feet away highlights the target area while preserving surrounding darkness.



University of Notre Dame - Notre Dame, Indiana, USA

Event lighting with dimming saves energy for high-usage, multi-use venues.



Show-Light® theatrics and special effects enhance fan and TV experience.



# A Solution Neighbors Will Love

Emitting light is easy, controlling it isn't. At Musco, we care as much about preserving darkness around your field as we do putting high-quality lighting onto it.

Our system's custom optics, designed around the LEDs, control and apply the light precisely where it's needed. And our patented fixture visoring greatly reduces glare at the light source.

This means no spill light or disruptive glare affecting neighboring homes, and the preservation of dark skies above. It's why our system could be installed at a large, multi-field sports complex located in close proximity to an international airport.

***Our light control capabilities have made lighting possible at fields where, previously, it wasn't allowed due to community concerns.***

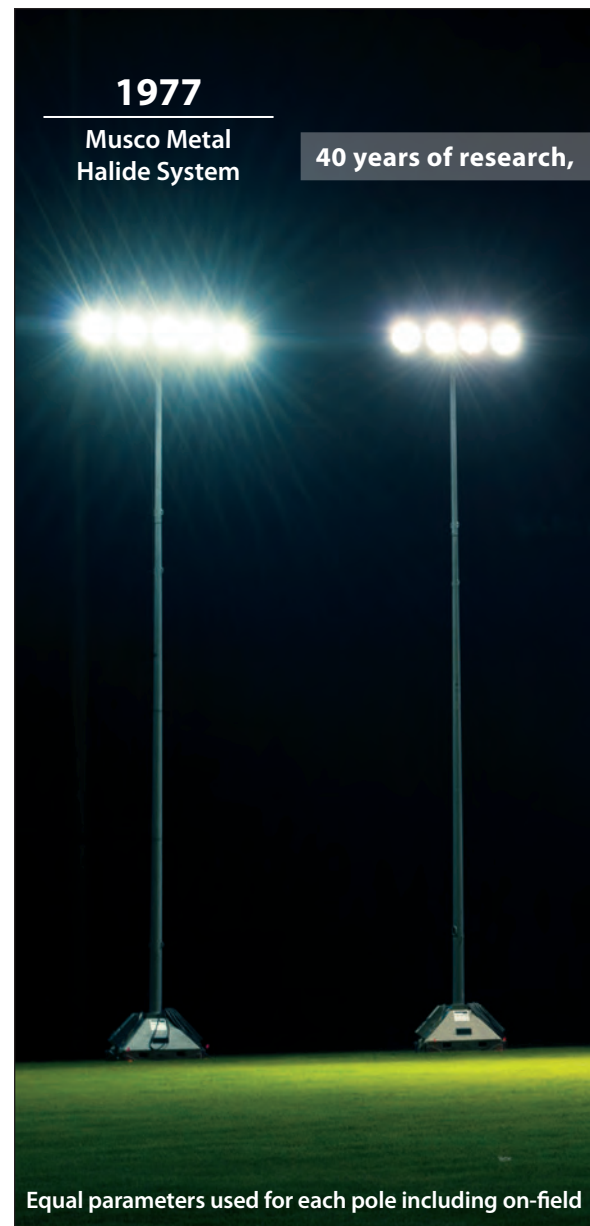
**Control**  
preserving the night sky.

*"Glyndon Park is in a naturally wooded residential area. We didn't want to illuminate the homes of neighbors in the area. I initially wasn't supportive of putting in traditional lights. The product Musco has developed allows us to light this field, yet light nothing else around it."*

— Parks and Recreation Director, Vienna, VA



Glyndon Park Little League, Vienna, Virginia, USA



increasing efficiency and minimizing environmental impact.

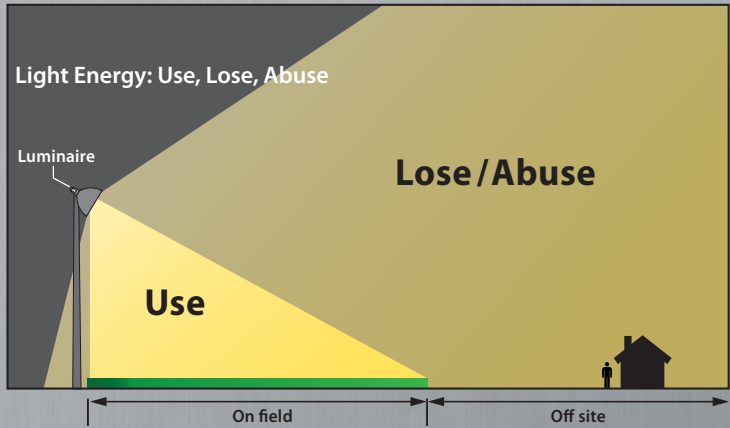
Today

Musco LED System

Today

Other Luminaire Manufacturer LED

light produced, wattage, height, and aiming angle.



# A Field That's Always Ready for Play

With the remote facility management of Musco's Control-Link® service, your field will always have light when it's needed.

You'll be able to instantly turn your lights on or off from anywhere, with the touch of a smart phone. Our Team at Control-Link Central™ will be there for you 24/7 to provide scheduling and monitoring support.

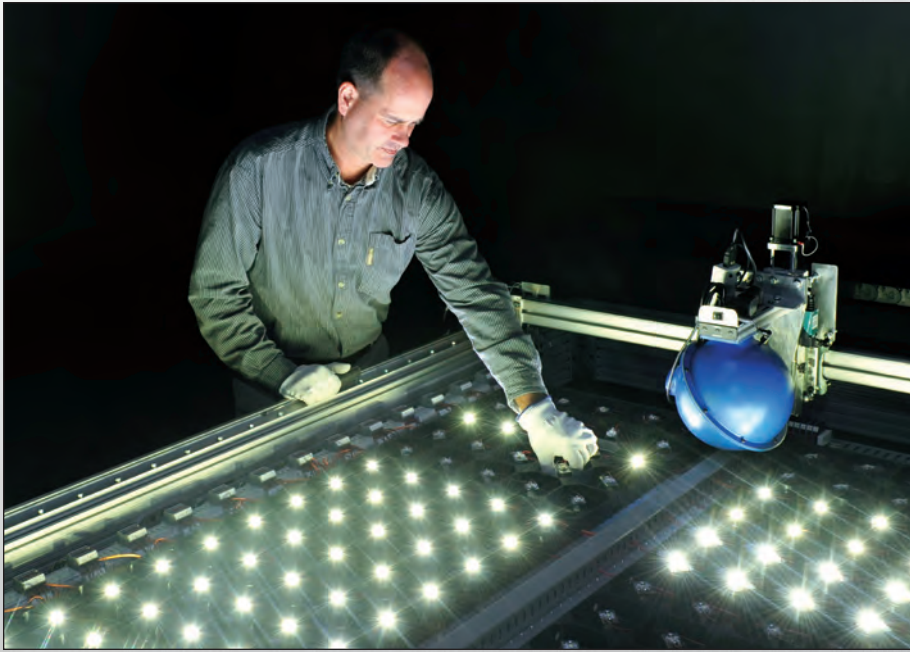
In fact, if a problem arises we'll likely know about it before you do, right down to the fixture. Here's a look at the service we provided customers in just the past year:

- *Turned lights on/off remotely for more than 7.6 million events.*
- *Conducted routine inspections and maintenance at over 11,000 fields.*
- *Helped with scheduling and answered questions on over 297,000 calls, over 981,000 app sessions, and 1.3 million web site log-ins.*
- *Traveled enough miles servicing fields to circle the equator 24 times.*

And with our 25-year parts and labor warranty, you'll have peace of mind for the next 9,125 days knowing that you'll pay zero maintenance costs, won't have headaches over staffing and managing your lights, and will be free from neighbors complaining about lights being left on.

**Control** assuring the results you expect.





Our R&D, customization, and application capabilities deliver solutions specific to each customer's needs.

*"Musco called to let us know there was an issue before we knew we had a problem."*

— Stephen Cooke, CPRP, CYSA  
Greenville County Recreation Athletics Manager, Taylors, SC



Our regionally-based technicians provide prompt service for 25 years.



Our Control-Link service provides 24/7 proactive monitoring and the support of a fully staffed call center.



Musco's Light-Structure System™ performs  
in real world conditions **for 25 years, guaranteed.**  
**We Make It Happen.**



# Control

from foundation to poletop...

from the light source to the field,  
preserving the night sky...

assuring the results you expect,  
day 1...year 1...and for 25 years.



**We Make It Happen.**

[www.musco.com](http://www.musco.com)

e-mail: [lighting@musco.com](mailto:lighting@musco.com)

Phone: 800.825.6030



# Control System Summary

## Project Specific Notes:

CAPK Bakersfield - 208V/3P, LED C&M, powerline comm

All poles daisy chained onto (1) single contactor,

Basketball fixtures on the same zone as the field fixtures

## Materials Checklist

### Contractor/Customer Supplied:

- ☐ A dedicated control circuit must be supplied per distribution panel location
  - If the control voltage is NOT available, a control transformer is required
- ☐ Electrical distribution panel to provide overcurrent protection for circuits
  - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- ☐ Wiring
  - See chart on page 2 for wiring requirements
  - Equipment grounding conductor and splices must be insulated (per circuit)
  - Lightning ground protection (per pole), if not Musco supplied
- ☐ Electrical conduit wireway system
  - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- ☐ Mounting hardware for cabinets
- ☐ Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- ☐ Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours.

## Project Information

Project #: 223055  
Project Name: CAPK Friendship House Community Center Soccer  
Date: 11/03/22  
Project Engineer: Chris Hensley  
Sales Representative: Nicholas Cobb  
Control System Type: Control-Link™ Control and Monitoring System  
Communication Type: PowerLine-ST  
Scan: 223055C  
Document ID: 223055P1V2-1103163310  
Distribution Panel Location or ID: CPAK - Bakersfield  
Total # of Distribution Panel Locations for Project: 1  
Design Voltage/Hertz/Phase: 208/60/3  
Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE
1. Control and Monitoring Cabinet	24 X 48

	QTY	SIZE (AMPS)
Total Contactors	1	100 AMP
Total Off/On/Auto Switches:	1	

Preliminary Plan  
Confirm all Details - voltage,  
# of distribution panels, etc.

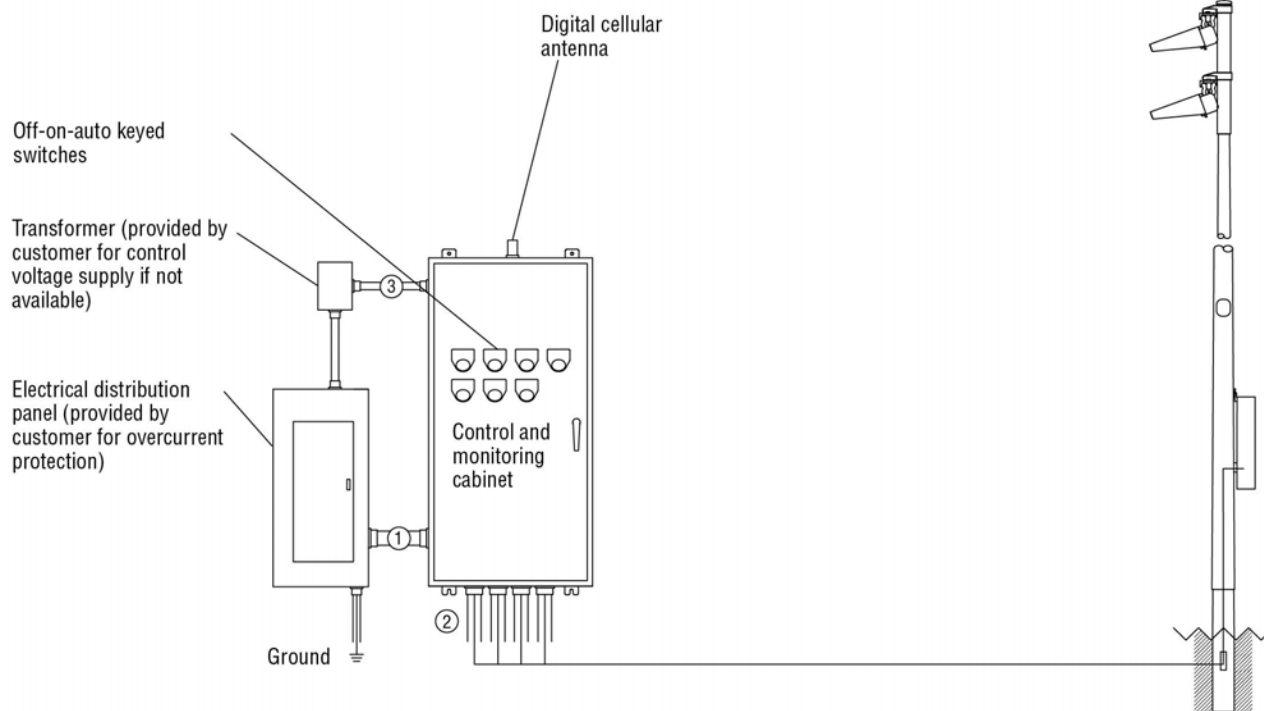
## IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.



## Control•Link® Control and Monitoring System



Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E

\* Notes:

- See voltage and phasing per the notes on cover page.
- Calculate per load and voltage drop.
- All conduit diameters should be per code unless otherwise specified to allow for connector size.
- Equipment grounding conductor and any splices must be insulated.
- Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

R60-100-00\_B

**IMPORTANT:** Control wires (3) must be in separate conduit from line and load power wires (1, 2).



# Control System Summary

CAPK Friendship House Community Center Soccer / 223055 - 223055C  
CPAK - Bakersfield - Page 3 of 4

## SWITCHING SCHEDULE

Field/Zone Description	Zones
Multipurpose	1

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 450.0
	SEALED: 26.0

## CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
S1,S2,S3,S4	Multipurpose	21	21	91.0	100	C1	1

\*Full Load Amps based on amps per driver.



# Control System Summary

CAPK Friendship House Community Center Soccer / 223055 - 223055C  
CPAK - Bakersfield - Page 4 of 4

## PANEL SUMMARY

CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole S1,S2,S3,S4	91.01		

## ZONE SCHEDULE

ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Multipurpose	S1	C1
			S2	C1
			S3	C1
			S4	C1

RFP - LED Sports Field Lighting Design: FHCC 2022-002		AC Electric	ACE Electric	Bronco Electric
<u>Factors:</u>	<u>Possible Points</u>	Scorer: Emilio Wagner & Maria Contreras	Scorer: Emilio Wagner & Maria Contreras	Scorer: Emilio Wagner & Maria Contreras
Fee Design		\$ 10,000.00	\$ 96,000.00	\$ 15,000.00
Fee- Construction Administration		\$ 407,700.00	\$ 392,000.00	\$ 335,000.00
Total Points Awarded	100	85	81	88



## MEMORANDUM

To: Budget and Finance Committee

From: Emilio Wagner, Director of Operations

Date: April 13, 2023

Subject: *Agenda Item 4c*: Head Start Notice of Federal Interest – **Action Item**

---

### Background

As the Committee is aware four Head Start sites were expanded using 100% Federal funds, Harvey L Hall, Martha J Morgan, Pete H Parra, and Sterling. Since the property was purchased and improved using Federal funds the Federal Government has a reversionary interest in the property. To protect that interest in the property a Notice of Federal Interest (NOFI) must be recorded in the jurisdiction where the property is located. Notice of Federal Interest has already been recorded for all four sites, yet three of the four were recorded during 2004 and an update to the recordation is needed.

### Current Events

The Head Start Uniform Guidance requires that the agency's governing body receive a copy of the NOFI prior to filing with the Kern County Recorder's Office. For your review are the NOFI documents for Harvey L. Hall, Martha J Morgan, and Sterling Child Development Centers.

### Recommendation:

Staff recommends the Budget and Finance Committee accept the Notice of Federal Interest for Harvey L. Hall, Martha J Morgan, and Sterling Child Development Centers.

### Attachments:

*315 Stine Road Notice of Federal Interest*

*3811 River Blvd Notice of Federal Interest*

*3000 Sterling Road Notice of Federal Interest*

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309

### **NOTICE OF FEDERAL INTEREST**

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A ("the property"), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to Community Action Partnership of Kern ("grantee"), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 315 Stine Road and recorded in the Kern County Clerk's Office, Kern, California as APN 149-150-22-00-2. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official's written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7<sup>th</sup> Street, 9<sup>th</sup> Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: \_\_\_\_\_

Emilio G. Wagner

Director of Operations

EXHIBIT "A"  
Legal Description

Being a merger of four parcels of land described in Document No. 0200100225 O. R. recorded August 15, 2000 and a Grant deed found in book 7002, Page 357 through 359 O.R. recorded March 11, 1994 and recorded in document No. 136647 O. R. recorded September 16, 1994, at the Kern County Recorder's Office, Also being a portion of the southeast quarter of the Northwest quarter of Section 2, T. 30S., R. 273., Mount Diablo Base and meridian in the County of Kern, State of California, and more particularly described as follows:

Commencing at a point on the East line of said southeast quarter of the northwest quarter, a distance of 330.50 feet south of the Northeast corner of said southeast quarter of the Northwest quarter, thence west parallel with the North line of the southeast quarter of the Northwest quarter of said section, a distance of 30.00 feet to the true point of beginning:

Thence south parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 216.00 feet, thence west parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 347.90 feet, thence north parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 100.00 feet, thence west parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 125.00 feet, thence north parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 166.00 feet thence east parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 472.90 feet to the true point of beginning.

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309

### **NOTICE OF FEDERAL INTEREST**

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A ("the property"), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to Community Action Partnership of Kern ("grantee"), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 3811 River Boulevard and recorded in the Kern County Clerk's Office, Kern, California as APN 021-320-28-00-8. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official's written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7<sup>th</sup> Street, 9<sup>th</sup> Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: \_\_\_\_\_

Emilio G. Wagner

Director of Operations



EXHIBIT "A"  
Legal Description

All of lot 75 and that portion of lot 68 of Tract No. 1710, in the City of Bakersfield, County of Kern, State of California, as per map recorded December 30, 1954 in Book 8, Page 177 of maps, in the office of the County Recorder of said county, lying westerly of the Southerly prolongation of the Easterly line of Lot 75 in Said Tract, said portion being more fully described as follows:

Beginning at the Southwesterly corner of Lot 75 of said Tract No. 1710; thence South 0 22' 55" East, a distance of 45.00 feet; thence North 89 05' 35" East a distance of 200.01 feet to the point of intersection with the Southerly prolongation of the Easterly line of said Lot 75; thence North 0 22' 55" West, 45 feet, more or less, to the Southeasterly corner of said Lot 75; thence South 89 05' 35" West, 200.01 feet to the point of beginning.

Except all oil, gas and other minerals, within or underlying said land, or that may be produced and saved therefrom, providing, however, Grantor, his successors and assigns, shall not conduct drilling or other operations upon the surface of said land, but nothing herein contained shall be deemed to prevent Grantor, his successors and assigns, from extracting or capturing said minerals by drilling on adjacent or neighboring lands and/or from conducting sub-surface drilling operations under said lands at a depth of 500 feet below the surface of said land, so as not to disturb the surface of said land or any improvements thereon, as reserved by Kern County Land Company, a corporation in deed recorded December 13, 1954 in Book 2335, page 406 of official records.

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309

### **NOTICE OF FEDERAL INTEREST**

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A ("the property"), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to Community Action Partnership of Kern ("grantee"), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 3000 Sterling Road and recorded in the Kern County Clerk's Office, Kern, California as APN 134-010-04-00-1. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official's written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7<sup>th</sup> Street, 9<sup>th</sup> Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: \_\_\_\_\_

Emilio G. Wagner

Director of Operations

## EXHIBIT "A"

### Legal Description

The easterly 343 feet of the southerly 480 feet of the northeast quarter of the northwest quarter of section 26, township 29 south, range 28 east, m.d.b.m., in the unincorporated area, County of Kern, State of California, as per the official plat thereof on file in the office of the surveyor general. Excepting therefrom all oil, gas, petroleum, minerals or other hydrocarbon substances within or underlying said land as reserved in previous deeds of record.



## MEMORANDUM

To: Budget and Finance Committee

*Tracy Webster*

From: Tracy Webster, Chief Financial Officer

Date: April 13, 2023

Subject: **Agenda item 4d: CRRSA and ARP Budget Revision for 09HE000432 – Action Item**

---

The Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start CRRSA/ARP grant #09HE000432. This grant is a one-time funding opportunity to support expenses in response to the COVID-19 Pandemic. To fully expend remaining funds, a budget revision is needed to realign funding to the major categories in which the funds will be spent. The submission of a budget revision requires approval from CAPK's Board of Directors.

CAPK's Head Start Leadership Team has been working in consultation with the Human Resources and Finance Divisions to determine the most appropriate categories to place funding based on the projects identified. One priority for this funding was established based on the board approved Employee Retention Stipend. The actual costs for the stipend were \$1,050,768 (salaries and benefits). Funding will be moved to the Salary category. The salary costs utilized to support the Summer Bridge Program options will also be incorporated into the budget revision: \$609,600 (salaries and benefits).

Additional funding was also allocated to the Construction category for the approved 1303 projects at five child development centers, Harvey Hall, Pete Parra, Martha J Morgan, Sterling, and Angela Martinez. Funding in this category will support the higher costs of materials related to supply chain challenges totaling \$1,509,956.

### Recommendation:

Staff recommends the Board of Director's approve, with Resolution, the submission of a Budget Revision to the Office of Head Start for the Head Start 09HE000432 grant for the 2022-2023 funding year.

### **Attachment:**

*Resolution #2023-05*

*CRRSA/ARP 2022-23 Revised Budget Detail*



## RESOLUTION #2023-05

### **A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Submission of the Head Start CRRSA/ARP Budget Revision**

The Board of Directors of Community Action Partnership of Kern, met on April 26, 2023, at a regularly scheduled meeting, at the CAPK Administrative Offices located at 5005 Business Park North, Bakersfield, CA 93309 and resolved as follows:

**WHEREAS**, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

**WHEREAS**, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

**WHEREAS**, the Head Start and State Child Development Division had previously received CRRSA/ARP grant funding to support expenses in response to the COVID-19 Pandemic; and

**WHEREAS**, funds from the CRRSA/ARP grant have not been fully expended; and

**WHEREAS**, a budget revision is necessary to realign remaining funds to the major categories in which the funds will be spent; and

**NOW, THEREFORE**, be it resolved that staff recommends the submission of a Budget Revision to the Office of Head Start for grant #09HE000432 for the 2022-2023 funding year.

**APPROVED** by a majority vote of the Directors of the Community Action Partnership of Kern, this 26th day of April 2023.

---

Fred Plane, Chair  
CAPK Board of Directors

---

Date

**HEAD START / EARLY HEAD START CRRSA & ARP Grant**  
**09HE000432**  
**2022-2023 BUDGET REVISION**

	BUDGET	BUDGET REVISION	VARIANCE (INCREASE/ DECREASE)	COMMENTS
PERSONNEL	\$763,438	\$1,478,192	(\$714,754)	Increase for retention stipend
FRINGE BENEFITS	251,934	182,176	69,758	Adjusted for stipend funding
TRAVEL	-	-	-	
EQUIPMENT	-	-	-	
SUPPLIES	1,053,540	-	1,053,540	Decrease to support retention stipend
CONTRACTUAL	-	-	-	
CONSTRUCTION	-	1,509,956	(1,509,956)	Increased to support higher construction
OTHER	830,310	-	830,310	Decrease to support higher construction
INDIRECT	437,139	166,037	271,102	Decrease to match MTDC
	\$3,336,361	\$3,336,361	-	



## MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, Chief Financial Officer

Date: April 13, 2023

Subject: *Agenda Item 4e: Head Start / Early Head Start Budget Revision for 09CH011132 – Action Item*

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The Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start / Early Head Start grant #09CH011132. This budget revision stems from many contributing factors. To begin, due to the cost of construction escalated significantly due to the conditions tied to the COVID-19 pandemic. At the same time, the agency has experienced disruption in staffing. This has led to a reduction in the budgeted salaries and benefits.

The Head Start leadership team worked very closely with the Finance Division to edit projected expenses based on actual data. Revisions contained in the attached budget revision align with the completion of all four major renovation projects and actual expenses.

Additional funding was allocated to the Construction category for the approved 1303 projects at five child development centers, Harvey Hall, Pete Parra, Martha J Morgan, Sterling, and Angela Martinez.

### Recommendation:

Staff recommends the Board of Director's approve, with Resolution, the submission of a Budget Revision to the Office of Head Start for the Head Start 09CH011132 grant for the 2022-2023 funding year.

### **Attachment:**

*Resolution #2023-06*

*Head Start / Early Head Start 2022-23 Revised Budget Detail*



## RESOLUTION #2023-06

### **A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the Head Start / Early Head Start Budget Revision**

The Board of Directors of Community Action Partnership of Kern, met on April 26, 2023, at a regularly scheduled meeting, at the CAPK Administrative Offices located at 5005 Business Park North, Bakersfield, CA 93309 and resolved as follows:

**WHEREAS**, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

**WHEREAS**, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

**WHEREAS**, the Head Start and State Child Development Division had previously received Head Start / Early Head Start grant funding to early childhood education expenses; and

**WHEREAS**, funds from the Head Start / Early Head Start grant have not been fully expended; and

**WHEREAS**, a budget revision is necessary to realign remaining funds to the major categories in which the funds will be spent; and

**NOW, THEREFORE**, be it resolved that staff recommends the submission of a Budget Revision to the Office of Head Start for grant #09CH011132 for the 2022-2023 funding year.

**APPROVED** by a majority vote of the Directors of the Community Action Partnership of Kern, this 26th day of April 2023.

---

Fred Plane, Chair  
CAPK Board of Directors

---

Date



**HEAD START / EARLY HEAD START Grant**  
**09CH011132**  
**2022-2023 BUDGET REVISION**

**HEAD START**

	<b>BUDGET</b>	<b>BUDGET REVISION</b>	<b>VARIANCE (INCREASE/ DECREASE)</b>	<b>COMMENTS</b>
PERSONNEL	\$ 9,267,039	\$ 8,086,185	\$ (1,180,854)	Decrease due to low staffing and to support construction projects
FRINGE BENEFITS	3,776,726	2,377,838	(1,398,888)	Decrease due to low staffing and to support construction projects
TRAVEL	44,192	85,778	41,586	Increase to match actuals
EQUIPMENT	55,000	182,200	127,200	Increase for purchase of outdated equipment
SUPPLIES	1,240,511	719,592	(520,919)	Decrease to match actuals
CONTRACTUAL	191,255	257,936	66,681	Increase to match actuals
CONSTRUCTION	1,290,455	2,294,284	1,003,829	Increase due to escalating costs associated with projects
OTHER - CARES	-	95,278	95,278	Increase to match actuals
OTHER	2,999,284	4,968,650	1,969,366	Increase due to escalating costs associated with projects
INDIRECT	1,671,271	1,467,992	(203,279)	Decrease to match MTDC
	\$ 20,535,733	\$ 20,535,733	\$ 0	

**EARLY HEAD START**

	<b>BUDGET</b>	<b>BUDGET REVISION</b>	<b>VARIANCE (INCREASE/ DECREASE)</b>	<b>COMMENTS</b>
PERSONNEL	\$ 9,701,422	\$ 8,375,841	\$ (1,325,581)	Decrease due to low staffing and to support construction projects
FRINGE BENEFITS	2,363,974	2,413,829	49,855	Increase to match actuals
TRAVEL	44,192	81,390	37,198	Increase to match actuals
EQUIPMENT	45,000	81,900	36,900	Increase to match actuals
SUPPLIES	1,569,784	847,049	(722,735)	Decrease to match actuals
CONTRACTUAL	1,051,918	314,437	(737,481)	Decrease to match actuals
CONSTRUCTION	977,614	1,429,430	451,816	Increase due to escalating costs associated with projects
OTHER - CARES	-	-	-	
OTHER	1,762,174	4,093,856	2,331,682	Increase due to escalating costs associated with projects
INDIRECT	1,546,497	1,424,843	(121,654)	Decrease to match MTDC
	\$ 19,062,575	\$ 19,062,575	\$ 0	



## MEMORANDUM

To: Budget and Finance Committee

From: Gabrielle Alexander, Director of Finance

Date: April 13, 2023

Subject: *Agenda Item 4f: Legal Services Contract Amendment to allow an additional two-year Extension – Action Item*

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CAPK executed a contract with Klein DeNatale Goldner in November 2018. The contract was for a three-year term with an option to extend two years. CAPK executed the option to extend the contract in 2021 for an additional two years. The contract with Klein DeNatale Goldner expires in November 2023.

Due various significant business issues that are ongoing including ongoing litigation, the pending purchase of a new administrative building, and soon the sale and rebuilding of our Central Kitchen, staff is recommending we amend the contract allowing for an additional extension of two years. This extension of services would allow for the successful conclusion of high priority legal needs and real estate transactions. Changing legal firms as often as 3 to 5 years would be cumbersome, and the agency may want to consider longer contracts for certain services such as legal. Klein DeNatale Goldner has performed their services and represented CAPK with a standard of excellence. Their firm provides a full scope of legal services for the agency.

### Recommendation:

Staff recommends a contract amendment and two-year extension to the contract with Klein DeNatale Goldner, authorizing the Chief Executive Officer to execute the contract amendment and extension.

**Attachment:**  
*Original Contract  
Amendment 1*



**CONTRACT FOR SERVICES AGREEMENT**

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 6th day of September, 2018 by and between Klein DeNatale Goldner, Attorneys at Law ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

**DESCRIPTION OF SERVICES.** Vendor is to perform legal services as per the Scope of Work contained in the RFP found in **Attachment B** and in the proposal submitted by Vendor, found in **Attachment C** attached hereto and incorporated herein by reference.

1. **LOCATION FOR SERVICES.** 5005 Business Park North, Bakersfield, CA., 4550 California Ave, 2<sup>nd</sup> Floor, Bakersfield, CA., judicial and administrative venues as required by law, and as otherwise mutually agreed to by CAPK and Vendor.
2. **PAYMENT FOR SERVICES.** Vendor will submit a monthly invoice detailing hour billed by activity category contained **Attachment A**, with the total amount under this Agreement not to exceed \$350,000 as proposed in **Attachment C**. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,  
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

3. **TERM.** The period of performance for this Agreement is October 1, 2018 through September 30, 2021. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
4. **OPTION TO RENEW.** This Agreement may be renewed one time for a two-year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
5. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
6. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, incorporated herein by reference, and will name CAPK as an additional insured.
7. **RESPONSIBILITIES.** Vendor shall perform the legal services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK's inquiries and communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor's effective representation of CAPK's interests.
8. **CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.
9. **RELEASE OF PAPERS AND PROPERTY.** Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least five (5) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.
10. **NOTICES.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:  
Klein DeNatale Goldner, Attorneys at Law  
4550 California Ave.  
Bakersfield, CA 93309  
Phone: 661-401-7775

CAPK:  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309  
Phone: (661) 336-5236

- 11. INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor during the term of this Agreement.
- 12. HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
- 13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
- 14. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
- 15. APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
- 16. ADDITIONAL TERMS AND CONDITIONS.** Appendix C, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

**VENDOR:** Klein DeNatale Goldner, ATTORNEYS AT LAW

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CAPK:** COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Jeremy T. Tobias

Title: Chief Executive Officer

## Attachment A

### Engagement Letter

- A. Thirty-six month agreement for general counsel/management meetings:
- a. Legal advice and counsel to CAPK management which takes into account CAPK's overall strategy, concerns, priorities, and budget. The scope of this specific engagement consists of:
    - i. Regular, monthly or bi-monthly meetings with the CAPK Board and/or senior CAPK management to provide legal advice and counsel concerning its overall strategy, concerns, priorities, and budgets.
    - ii. Regular, monthly or bi-monthly meetings with the CAPK Board and/or senior CAPK management regarding KDG's status and progress on projects and obtaining internal feedback within KDG to inform opportunities for improvement, new projects, and re-prioritization.
  - i. Brief written updates in connection with meetings.
  - b. Annual fee: \$7,500 payable in monthly installments.
- B. Thirty-six month agreement for human resources consulting and training, employment law compliance, and labor relations bargaining, advice, and counsel:
- a. The scope of each of these services:
    - i. Human resources consulting and training:
      1. Assistance to CAPK management and HR team to support the broad objectives of recruiting, hiring, developing, and retaining employees so that they become more valuable to the organization. Specific services include job analyses, planning of personnel needs, recruiting effectiveness, design and implementation of orientation and training, wage and salary design and administration, benefit and incentive design and administration, design and administration of the performance evaluation process based on institutional goals and objectives, internal dispute resolution and adjustment, and design and communication of institutional culture directed at workplace performance and excellence.
      2. Training of CAPK personnel on the range of topics previously forwarded, including AB 1825 training. Will also provide customized human resources and management training.
    - ii. Employment law compliance:
      1. Upon request review of and consultation on institutional policies (including handbooks), practices, procedures, and proposed actions (e.g. recruiting, hiring, immigration, promotion, salary administration, harassment, discrimination, terminations, layoff) for compliance with federal, state, and local employment laws and regulations. This area of employment law compliance will include development of risk options for consideration by management as it determines the best methods to achieve its mission and objectives.
      2. Response to employment related administrative complaints (EDD, DLSE, DFEH, OSHA, etc.) and representation at hearings regarding the same.
      3. Internal investigation of discrimination and harassment complaints and workplace violence incidents.
    - iii. Labor relations bargaining, advice, and counsel:
      1. Collective bargaining agreement: Bargaining strategic design and implementation.
      2. Unfair labor practice representation.
      3. Grievance representation.
  - b. Additional items included in scope: Counseling on and documentation of real estate and business transactions
  - c. Excluded from scope: Litigation in the civil or criminal courts. Litigation engagements will be undertaken at our standard rates less 10%.
  - d. Monthly fee: \$5,250 for 20 hours, payable in the month following. Unused hours in a month can be carried over month to month and to future years if the annual agreement is renewed. The number of hours can be adjusted each year of the agreement. (Note: In the event all hours for a month and all accrued hours are used, additional hours will be invoiced at 10% below our stated rates.)

# **REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES**

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*Request for Proposal Number: OPS 2018-0305*  
*May 10, 2018*

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## **Community Action Partnership of Kern**

5005 Business Park North  
Bakersfield, California 93309  
661.336.5236

**Closing Date: 2:00pm, June 19, 2018**

### **Community Action Partnership of Kern**

5005 Business Park North □ Bakersfield, CA 93309  
(661) 336-5236 □ Fax: (661) 325-2169

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## REQUEST FOR PROPOSALS (RFP):

### Legal Services

### GENERAL CONDITIONS

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#### I. Introduction:

About Community Action Partnership of Kern (CAPK): Since 1965 Community Action Partnership of Kern (CAPK) has been working to provide an integrated network of services as the official anti-poverty agency for the county of Kern. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c) (3) corporations. Through a variety of programs and in collaboration with other human services agencies and organizations, CAPK helps low-income residents pursue their educational goals, secure and retain employment, maintain adequate housing, access medical services, obtain utility bill payment subsidies and residential weatherization assistance, counteract hunger and food insecurity, obtain child care and preschool education, and engage in personal and family development opportunities to build and achieve individual and family self-sufficiency.

CAPK does not stop at administering safety net programs designed as temporary assistance to meet the basic needs of struggling individuals and families. Our programs focus on empowering our clients with the skills and support necessary to enable them to transition out of poverty and become self-sufficient providers for themselves and their families.

CAPK employs an estimated 850 employees through 11 programs, of which approximately 38.6% of CAPK staff are under and SEIU contract. The programs are funded through an average of fifty-five (55) revenue contracts ranging from private foundations to State and Federal governments. CAPK operates eighty (80) leased and fourteen owned facilities. CAPK administers an average of 120 expenditure contracts annually for goods and services ranging from \$1,000 to \$3,000,000.

#### II. Purpose:

Community Action Partnership of Kern (CAPK) is soliciting proposals from qualified firms to provide retained professional legal and consulting services from outside counsel. The following services may be proposed in part or in whole:

- General counsel;
- Human Resources;
- Labor relations and negotiations (Union expertise and representation); and Attorneys currently licensed to practice law in California, or law firms including such attorneys, may respond to this RFP

#### III. Proposal Submission Information

- Closing Date:** Proposals must be submitted no later than **2:00 p.m., June 19, 2018.**
- Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at [procurement@capk.org](mailto:procurement@capk.org).
- Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless



otherwise stated, all materials submitted by the Vendor in response to this RFP shall become the property of CAPK.

**IV. Proposal Submission Instructions to Vendors:** Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)

RFP No. OPS 2018-0305

ATTN: Business Services

5005 Business Park North

Bakersfield, CA 93309

Or via email to: [procurement@capk.org](mailto:procurement@capk.org)

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

**Expected Timelines:**

	Date(s)	Event
1	May 10, 2018	RFP Released to public
2	May 22, 2018	Due date for Vendor questions
3	May 29, 2018	Responses to Vendor questions emailed to Vendors
4	<b>June 19, 2018 by 2:00 pm</b>	<b>DUE DATE FOR PROPOSALS FROM VENDORS</b>
5	June 21-28, 2018	CAPK analysis of proposals and interviews, if required
6	June 29, 2018	Notification of Award
7	July 2018	Commence Work

- A. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP.

CAPK reserves the right to waive any and all informalities or irregularities in any proposal.

- B. Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

- C. **Notification of Award:** CAPK anticipates but does not guarantee that a Contract or multiple Contracts will be awarded on June 29, 2018.

Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination. It is expected that the contract shall be a three-year contract with a potential one (2) year option term that may follow as a result of this procurement process.

- D. **Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

## V. SCOPE OF SERVICES

- A. **Scope of Work:** The scope of work for this project consists of the following primary tasks. CAPK requires that for all tasks, the Vendor assign a dedicated representative to work with CAPK and its project team through all phases of review, setup, planning, and training. The successful proposer(s) may be retained for an initial three (3) year term with a potential one (2) year option term that may follow as a result of this procurement process.

The Proposer shall be readily available to perform the following legal services, as requested by the Agency's designated individuals:

- i. Review drafts of service contract and leases, including matters of procurement, and advise on government grant and contract issues.
- ii. Assist in preparing, reviewing and/or negotiating legal documents.
- iii. Advise on legal issues related to agency and tax-exempt organization status. iv. Advise on individual labor and employment laws.
- v. Render written legal opinions upon request.
- vi. Review personnel, fiscal and other policies, as well as agency bylaws.
- vii. Advise on Human Resources policies and/or procedures, including providing trainings, compliance advice, risk assessment and management, and human resources strategy.
- viii. Advise on Union-related matters, including contract negotiations and personnel matters.
- ix. Advise on responses to subpoenas, court orders, and requests for information from third parties.
- x. Advise on HIPAA Privacy Rule related to sharing and storing of client electronic data.
- xi. Defend lawsuits, administrative claims, or other legal claims.
- xii. Conduct litigation as necessary.

- xiii. Work cooperatively with outside legal counsels representing contracted service provider firms (i.e., insurance companies, pension plan broker, or other affiliated interest).
- xiv. Attend meetings of the CAPK Board of Directors or its committees as necessary and serve as the contracted “licensed attorney familiar with issues that come before the governing board” in the event the board composition does not already have this representation.
- xv. Provide assurance statements as required for financial audits, bonding matters, and grant compliance warrants, as applicable. xvi. Fulfill other legal duties as are commonly accepted and assigned.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, CAPK will consider proposals emphasizing expertise in subsets of these areas, and may issue multiple contracts for different areas of expertise

### III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.
- B. Description of services to be provided, including informative sheets on services.
- C. Detailed plan of action for all phases of the services requested
- D. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- E. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- F. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be aware of the provisions of Section 1090 et seq and Section 87100 et seq of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof. **G. Vendor Information Sheet:** Appendix A.
- H. **W-9:** Appendix B.
- I. **Additional Terms and Conditions:** Appendix C.

### IV. VENDOR REQUIREMENTS

All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK’s needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

## VI. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

## VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors. CAPK holds the right to select one or multiple vendors to provide all or partial services (bundles or bundled services) as proposed by the vendor.

### Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

### Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below.

- A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

Factors	Points
<p><b>Legal Experience.</b> The Proposer should describe its experience related to the areas outlined in the scope of services above. There is an interest in the following topic areas: nonprofit and tax-exempt organizations; human resources; real estate, including; government grants and contracts; labor relations and negotiations, bond financing, and general business operations.</p> <ul style="list-style-type: none"> <li>• Describe your understanding of CAPKs desired services.</li> <li>• Discuss your firm’s philosophy on the process of providing legal services, including proposed techniques and methodology to be used for each task.</li> <li>• State any difficulties foreseen in performing the designated tasks.</li> <li>• Describe depth of understanding and knowledge of a wide variety of corporate, governmental and business laws, regulations, and rules including but not limited to Federal OMB circulars covering nonprofits, human services grant funded programs, contract negotiations, board governance (by-laws/Brown Act), real estate/construction, health benefits, and defined contribution pension plans/ERISA.</li> <li>• Describe your firm’s technological capabilities and what resources are available as a result. This can pertain to human resources and contract review/development training, shared platforms, and data portals.</li> <li>• Describe any services or portion of services, which will be performed by a sub-consulting firm, and provide relevant information on such firm’s qualifications and personnel.</li> <li>• Describe available resources utilized to stay current with changes in federal, state, or local laws/regulations.</li> <li>• Additionally, if applicable, provide a description of any experience advising organizations comparable to CAPK that offer similar programs and government-funded services.</li> </ul>	35
<p><b>Organization, Size, Structure, and Areas of Practice.</b> The Proposer should describe its organization in terms of the following:</p> <ul style="list-style-type: none"> <li>• size</li> <li>• structure,</li> <li>• areas of practice</li> <li>• office location(s)</li> <li>• small or minority-owned business</li> </ul> <p>Please include a copy of the Equal Opportunity/Affirmative Action policy, privacy policy, and conflict of interest policy, if available.</p>	15
<p><b>Attorney Qualifications.</b> The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:</p>	25

Professional and education background of each attorney.  Overall supervision to be exercised.  Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.  Number of cases successfully litigated by your attorneys (trial and arbitration), and percentage of all cases in the past two (2) years.  Number and percentage of all cases settled before going to trial or arbitration.	
<b>Price.</b> The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communication. Also include a retainer amount that would be charged to advise CAPK on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work.  CAPK reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.	<b>25</b>
<b>Total</b>	<b>Points = 100</b>

- C.** CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

All eligible proposals will be reviewed and rated for their qualifications, experience, price, and suitability to complete the Scope of Work for this RFP. Oral interviews may be requested. CAPK, at its discretion, may request presentations or additional information from any or all Bidders to clarify or negotiate modifications to the Bidders' proposals. Such interviews are tentatively scheduled for the week of June 18, 2018. However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Bidder can propose.

- D.** Upon final selection, the Contract will be processed by CAPK for award of the Contract.

**VII. CONDITIONS TO AWARD**

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

**VIII. TIMELINE**

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed by both parties.

**VIII. PROHIBITED ACTIVITY**

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

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# Klein · DeNatale · Goldner

ATTORNEYS AT LAW

June 18, 2018

Community Action Partnership of Kern (CAPK)  
RFP No. OPS 2018-0305  
ATTN: Business Services  
5005 Business Park North  
Bakersfield, CA 93309

Re: **CONFIDENTIAL** Response to RFP #OPS 2018-0305

To Whom it May Concern,

We are pleased to submit this proposal to support CAPK in all of its General Counsel, Human Resources, and Labor Relations and Negotiations needs. This proposal offers an all-inclusive, "turnkey" solution that streamlines legal/HR support services through a single vendor. We anticipate this model can provide significant value to CAPK by minimizing the administrative burden in supervising/coordinating legal services, avoiding unexpected losses, and reducing overall legal spend. In short, we believe KDG's team of attorneys are uniquely capable of providing all of CAPK's legal needs within a single firm – spanning general counsel and procurement contracts, expertise in issues specific to non-profit and tax-exempt entities, government funding contracts, labor and employment specialists, and litigation/claims handling.

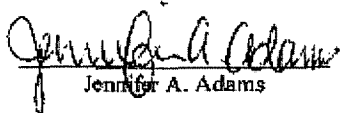
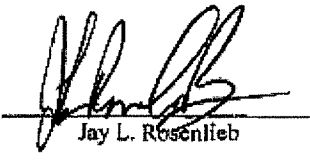

Our proposed model challenges a traditional legal services model, which is a fragmented approach requiring senior business operations management to identify legal issues and then send discrete issues to specialists. In some cases, minor issues can get over-analyzed while major risks may be missed. By combining a general counsel with a team of specialists, KDG can help CAPK:

- Identify key legal risks or gaps (such as review of key contracts).
- Categorize risks based on magnitude, likelihood, and time/difficulty to address.
- Help management prioritize which risks to address and at what timeframe to manage risks according to organization goals.
- Provide practical, simple processes, training, and policies tailored to the employee population and organizational capacity.
- Handle day-to-day human resources support and process improvement, along with strategic labor relations and negotiations.

- Make sure housekeeping details are in place and regularly updated, including any corporate documents, permits, PO terms and conditions, real property matters, and pro-active wage/hour documentation.

Attached are specific responses to each request in the RFP. We appreciate the opportunity to present this proposal and would be happy to discuss and work with you on any adjustments that would better meet your needs.

Sincerely,

		
Jennifer A. Adams	Jay L. Rosenlieb	Tracy Saiki

## Legal Experience

### Understanding of CAPK's Services:

KDG understands that CAPK is looking for services that meet all of its diverse needs. First, CAPK needs a firm that has expertise to handle its revenue contracts and advice relating to agency and tax-exempt organization status. Jennifer Adams has extensive knowledge regarding these types of contracts and related advice. Second, CAPK has 120 annual expenditure contracts. Tracy Saiki's experience as general counsel for a division of Campbell Soup Company uniquely situates her to help CAPK optimize contract management, identify which contracts to prioritize, and proactively solve vendor disagreements to avoid losses and litigation. She also has managed several large real property portfolios including a variety of offices and facilities. Third, CAPK has general counsel needs that include board, governance issues, and policy generation. Both Tracy and Jennifer are familiar with these issues and any Brown Act issues that may arise. Tracy has also led several comprehensive policy-related initiatives to review, simplify, and update policies with targeted training to ensure consistent implementation. Fourth, CAPK has all of the needs of any large employer for employment-related policies, ongoing advice, training, and wage-hour compliance issues, as well as union-related contract negotiations and personnel matters. Both Jay Rosenlieb, Tracy Saiki, and Vanessa Chavez along with support from Senior HR Consultant, Shannon McNeill, can work proactively with CAPK to prioritize and form a plan to provide support for all of these issues. Finally, KDG has an array of litigators who can handle any type of litigation matter that may emerge. Bill Bruce is available to help on any insured matters and jury trials. And Vanessa Chavez is available to lead any wage/hour class action claims.

### Philosophy, Techniques, Model:

As referenced in the cover-letter above, KDG's model would start by assigning a general counsel ("GC") selected by CAPK management to understand its overall strategy, concerns, priorities, and budget. This individual would work with other lead KDG partners to create a staged plan of priorities matching resources and project leaders from both KDG and CAPK. The GC would stay abreast of the projects and provide regular brief written and in-person updates to senior CAPK management to track progress and obtain feedback to inform opportunities for improvement, new projects, and re-prioritization.

### Difficulties Foreseen:

None.

### Technological Capabilities:

KDG's large client base gives it familiarity with a variety of technology platforms. For example, KDG can provide general experience and advice on contract management issues and data

privacy issues as it relates to shared platforms. And KDG is familiar with CAPK's data portals from ongoing representation.

Sub-Contracting:

None required – KDG has all of the resources to meet CAPK's needs within the firm.

Resources to Stay Current:

KDG's various practice groups stay abreast of the latest changes in the law. For example, the Labor and Employment group gives monthly "lunch and learns" on current topics, including an in-depth two-hour legislative update and information packet for clients. In addition, the general counsel model would provide KDG with the familiarity to target advice on changes in the legal and regulatory environment to CAPK's specific needs.

Experience with Similar Organizations:

KDG acts as outside counsel to other large non-profit and government-funded organizations of CAPK's size, including:

- Goodwill Industries of South Central California
- BARC- Bakersfield A-R-C
- Kern High School District
- Kern Community College District
- City of Fresno
- California-Nevada Annual Conference, United Methodist Church

### Organization, Size, Structure, and Areas of Practice

<u>Size:</u>	32 attorneys
<u>Structure:</u>	LLP, Limited Liability Partnership
<u>Areas of Practice:</u>	<p><u>Labor/Employment</u> Employment Counseling, Employment Litigation, ERISA Law, Wage and Hour Law, Discrimination and Sexual Harassment, Wrongful Termination, Workforce Downsizing, National Labor Relations Act, Class Action Litigation,</p> <p><u>Litigation</u> Business/Commercial Litigation, Tax Controversy, Civil Litigation, Appeals &amp; Writs, Governance and Ownership Disputes, Bankruptcy, Debtor and Creditor Rights, Public and Private Works Construction Litigation and Counseling, Surety and Fidelity Litigation and Counseling, Complex Civil Litigation</p> <p><u>Contracts/Real Property/Tax</u> Advising Non-Profit Corporations, Business Counseling, Commercial and Procurement Contracts, Pension and Profit Sharing Plans, Taxation, Tax Exempt Organizations, Environmental Law, Business Transactions, Real Estate Transactions and Land Use Issues, Environmental Counseling &amp; Enforcement, Bankruptcy Reorganizations, Transportation Issues and Disputes, Land Use &amp; Permitting</p>
<u>Office Locations:</u>	Bakersfield, Fresno, and San Diego
<u>Small or Minority Owned Business:</u>	N/A

## Attorney Qualifications



**Jennifer A. Adams, Assistant Managing Partner**

[jadams@kleinlaw.com](mailto:jadams@kleinlaw.com)

**Bakersfield Office**  
4550 California Avenue  
Second Floor  
Bakersfield, CA 93309  
P.O. Box H 172  
Bakersfield, CA 93389-1172  
Phone: (805) 385-1000  
Tel Fax: (877) 737-5883  
Fax: (805) 326-0418  
[www.kleinlaw.com](http://www.kleinlaw.com)

### Jennifer A. Adams | Assistant Managing Partner

Jennifer Adams, a partner in the firm's Corporate and Real Estate Transactions Department, focuses her practice in the area of business transactions, real estate transactions, business counseling, non-profit organizations, taxation, pension and profit sharing plans. Jennifer is an honors graduate of Santa Clara University School of Law and received her J.D. in 1999.

#### Practice Focus

Business Transactions, Real Estate Transactions, Business Counseling, Non-Profit Organizations, Taxation, Pension and Profit Sharing Plans

#### Bar Admissions

State Bar of California, 1999

#### Education

Bachelor of Arts, magna cum laude, California State University, Bakersfield, 1996

Juris Doctor, summa cum laude, Santa Clara University School of Law, 1999

#### Professional Associations and Leadership

Kern County Women Lawyers Association, 1999-present

-Board Member

Kern County Bar Association, 1999-present

California Women Lawyers Association, 2000-present

#### Community Involvement

CASA of Kern County, Board Member, 2012-2016

H.E.A.R.T.S. Connection Board Member, 2008-2010

Bakersfield Museum of Art

-Audit Committee, 2008-present

#### Professional Seminars

Presenter, Conventional and Unconventional Uses of Irrevocable Trusts, PAC 17th Annual Conference, 2012

Presenter, United Way Professional Development & Conference for Non-Profits, 2006-2008

Presenter, Family Business Institute Seminars, 2002-2005

#### Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball LLP, 1999-present

-Assistant Managing Partner, 2018-present

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**William A. Bruce, Partner**  
 wbruce@kleinlaw.com

**Bakersfield Office**  
 4560 California Avenue  
 Second Floor  
 Bakersfield, CA 93309  
 P.O. Box 11172  
 Bakersfield, CA 93388-1172  
 Phone: (805) 395-1800  
 Toll Free: (877) 737-5983  
 Fax: (805) 328-0418  
 www.kleinlaw.com



## William A. Bruce | Partner

Mr. Bruce is a 1979 graduate of the Pepperdine University School of Law. Mr. Bruce has over 38 years of extensive jury trial experience defending California businesses and public entities in tort and business litigation, including products liability, toxic torts, crop damage, and personal injury claims. He is a member of the American Board of Trial Advocates and is AV® rated by Martindale-Hubbell, the highest designation.

### Practice Focus

Complex Personal Injury Defense, Oil & Gas Litigation, Public Entity Defense, Toxic Tort Litigation, Agribusiness Litigation, Insurance Defense

### Bar Admissions

State Bar of California, 1980

### Education

Bachelor of Arts, University of California at Davis, 1976  
 Juris Doctor, Pepperdine University, 1979

### Professional Associations and Leadership

- American Board of Trial Advocates – Member, 1995-Present
- Board of Directors, Cal-Abeba, 2008-2010
- President, San Joaquin Valley Chapter, 2009
- Board of Directors, San Joaquin Valley Chapter, 2006-2010

### Association of Southern California Defense Counsel – Member, 1980-present

- Board of Directors, 1992-1994
- Committee Chair, 2008-2009

### Kern County Bar Association, 1980-present

- Board of Directors 1994-1999

### American Bar Association, 1980-present

### Community Involvement

- Kern CASA
- Board of Directors, 1997-2002
- Vice President, 2000-2002

### Kern County YMCA

- Board of Directors, 1981-1983

### Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosebush & Kimball, LLP, 1994-present

Robinson, Palmer and Stanton, 1982-1994

King, Eshenbide, Anuspek, Friedman and Robinson, 1980-1982

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**Jay L. Rosenlieb, Partner**  
JLR@kdglaw.com

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4550 California Avenue  
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P.O. Box 11172  
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Toll Free: (877) 737-5863  
Fax: (805) 328-8418  
[www.kdglaw.com](http://www.kdglaw.com)



## Jay L. Rosenlieb | Partner

Jay L. Rosenlieb graduated from Clement McKenna College, Kern County, in 1980 and earned a J.D. from Hastings College of the Law, University of California, in 1983. Mr. Rosenlieb chairs the KDC employment law group, representing management in employment litigation and counseling, with a practice focus on wage and hour law, discrimination and harassment, wrongful termination, and workforce downsizing, as well as representation of management under the National Labor Relations Act and the Meyers, Murphy, Brown Act.

### Practice Areas

Compliance counseling for Wage and Hour Law, Discrimination and Sexual Harassment, Wrongful Terminations, Workforce Downsizing, and bargaining of behalf of management pursuant to the NLRB and MRLSA

### Bar Admissions

State Bar of California (1983)  
U.S. District Courts  
-Central, Eastern, Northern District of California (1983)  
-Southern District of California (1984)  
United States Court of Appeals for the Ninth Circuit (1984)

### Education

Bachelor of Arts, *Kern County, Clement McKenna College*, 1980  
Juris Doctor, *Hastings College of Law*, 1983

### Professional Associations and Leadership

Kern County Bar Association, 1983-present  
-Board of Directors, 1998-2001  
Society for Human Resources Management, 1990-present  
-Board of Directors, Legislative Chair, 2002/ President, 2005

### Community Involvement

Clement School of Theology  
-Board of Trustees, 2008-2010  
Bakersfield Association for Retarded Citizens Foundation  
-Board of Directors, 2005-2014/ Secretary, 2005-2013/ President, 2011-2012  
Bakersfield Association for Retarded Citizens  
-President, 2003/ Board of Directors, 1998-present  
United Methodist Church, California Nevada Annual Conference  
-Chancellor, 2002-present  
Boy Scouts of America, Southern Sierra Council  
-Board of Directors, 1995-present/ Executive Vice President, Legal Affairs, 2001-2005/President, 2004-2007  
Señorita's Lifetime  
-Board of Directors, 2008-2014/ President, 2010-2013  
Weitzman Foundation, 2011-2014/ President, 2011-2013  
Associated Builders and Contractors, Central California Chapter  
-Board of Directors, 1998-2004  
Greater Bakersfield Legal Assistance  
-Board of Directors, 1983-1985/ President, 1993-1995  
Employer's Training Resource  
-Workforce Investment Board, 2006-2007  
California State University, Bakersfield  
-President's Advisory Council, 2006-present  
Kern County Economic Development Corporation  
-Board of Directors, 2005-2008  
Kern County Planning Commission, 1998-2006  
-Partner, 1999-2005/ Chairman, 2000

### Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLC, 1983-present  
Burke, O'Sullivan, Greene & Hobbs, 1983-1985

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ATTORNEYS AT LAW



**Tracy M. Saiki, Partner**  
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 Toll Free: (877) 737-5883  
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## Tracy M. Saiki | Partner

Partner Tracy Saiki specializes in providing outside general counsel services to businesses, cooperatives, and non-profit entities in a variety of industries. Formerly general counsel for Bolthouse Farms and Chief Counsel – C-Fresh Division of Campbell Soup Company, she handles contractual and real property transactions of all sizes, employment counseling, complex business disputes, and a variety of regulatory compliance issues for various industries. She also provides her business clients with counseling on labor and employment issues, particularly agricultural labor issues, wage/hour issues or audits, and internal investigations.

Tracy is a practical and strategic business lawyer who often assists clients in a capacity similar to an in-house general counsel, advising them on a range of both legal and business issues. In that capacity, she helps businesses and investors identify and prioritize practical steps to identify and manage legal risk.

She has deep experience with commercial agreements, including a specialized expertise in procurement agreements, real property transactions, intellectual property, transportation, construction, and contract labor agreements. Tracy has significant mergers/acquisitions experience based on her work for both private equity clients and Campbell Soup Company.

Tracy provides advice concerning compliance and enforcement issues related to various regulatory issues and works proactively with governmental stakeholders. She has successfully resolved many cases with an emphasis on business litigation and contractual disputes.

### Practice Focus

Business and Real Estate Transactions, Labor and Employment, Business and Commercial Litigation, Partnership and Corporate Law, Environmental Compliance, Food Law/Regulatory Compliance

### Bar Admissions

State Bar of California, 2004  
 U.S. District Court, Eastern (2007), Central (2007), and Northern (2007) Districts of California

### Education

Bachelor of Arts with honors, University of California, Davis, 2000  
 - Regents Scholar

### Acia Doctor, Columbia University School of Law, 2004

- James E. Keen Scholar, 2003-2004 (Designates top 2% of students)
- Martin Fiebo Stone Scholar, 2004-2005 (Designates top third of students)
- Columbia Journal of Law & the Arts, Managing Editor, 2003-2004

### Professional Associations and Leadership

Kern County Bar Association, 2004-Present  
 Dress for Success, Board Member, 2017-Present

### Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenfeld & Kimball, LLP, 2017-present  
 Campbell Soup Company, 2012-2016  
 Wm. Bolthouse Farms, Inc., 2008-2012  
 Klein, DeNatale, Goldner, Cooper, Rosenfeld & Kimball, LLP, 2007-2010  
 Green, Dunn & Crutcher, LLP, 2004-2007

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## **Prices**

### **Costs:**

KDG does not charge for copies (except very large print jobs like employee handbooks), legal research search engine fees, and electronic communication/faxes.

### **Billing Rates:**

Current billing rates are as follows (subject to annual review):

Jay L. Rosenlieb	\$395.00 per hour
Tracy Saiki	\$350.00 per hour
Jennifer Adams	\$395.00 per hour
William A. Bruce	\$395.00 per hour
O. Vanessa Chavez	\$300.00 per hour
Shannon McNeill	\$150.00 per hour

### **Discount:**

8% discount if KDG is retained as CAPK's exclusive services provider.

### **Retainer-Based Services:**

The following options are offered for more predictable billing. However, these same services can be performed on an hourly rate based on CAPK's preference. We can also offer budgeted prices on individual projects.

### **Employee Handbooks:**

\$2,000/year in Year 1, \$500 thereafter for updates.

### **AB 1825 Training (2x/year):**

\$1,000/year, unlimited attendance at CAPK or KDG location

### **Monthly GC/Management Meetings:**

\$7,500/year flat-fee for both prep and attendance

### **Brief HR Consultant Calls:**

\$250/month (calls < 15 minutes)

### **Routine Procurement Contract Review:**

\$1,500/month (redlining vendor contracts for spend < \$100k)

# APPENDIX A

Community Action Partnership of Kern  
 • Procurement Department •  
 5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

## VENDOR INFORMATION SHEET

Date: June 18, 2018 Prepared By: Tracy Salki

Official Business Name: Klein, DeNatale, Goldne, Rosenlab & Kimball, LLP

DBA: \_\_\_\_\_

Location Address: 4550 California Ave, 2nd Floor, Bakersfield, CA 93309

Street City State Zip

Remit Address: 4550 California Ave, 2nd Floor, Bakersfield, CA 93309

Street City State Zip

Contact Person: Tracy Salki Title: Partner

Phone #: (661) 395-1000 Accts. Receivable Phone #: (661) 395-1000

Fax #: (661) 326-0418 Customer Service Phone #: \_\_\_\_\_

CAPK Vendor #: \_\_\_\_\_ E-mail Address: accounting@kleinlaw.com

Federal ID # or SSN: 95-2298220 Type of Business: Law firm

Contractor Lic #: \_\_\_\_\_ Business Lic #: \_\_\_\_\_ City Issued: \_\_\_\_\_

General Liability Insurance Carrier & Policy #: \_\_\_\_\_

Auto Liability Insurance Carrier & Policy #: \_\_\_\_\_

Workers Compensation Insurance Carrier & Policy #: \_\_\_\_\_

### FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate  
☒ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: \_\_\_\_\_

### BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ☒ For Profit ☐ Housing Collaborative ☐ Local Gov't  
☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

### SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: \_\_\_\_\_ Accept Purchase Orders: ☐ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**A. J. Klein, Inc. T. DeNatale, B. Goldner**

2 Business name/disregarded entity name, if different from above  
**KLEIN, DeNATALE, GOLDNER, ROSENLIEN & KIMBALL, LLP**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions.  
**4850 CALIFORNIA AVE. FLOOR 2**

6 City, state, and ZIP code  
**BAKERSFIELD, CA 93309**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Net: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

or  
 Employer identification number  
 0 5 - 2 2 9 5 2 2 0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 (does not apply). For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here \_\_\_\_\_  
 Signature of U.S. person \_\_\_\_\_  
 Date **12/1/17**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## APPENDIX C

### Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Chief Executive Officer.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age, sex or any other factor prohibited by law.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after 72 hours will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until twelve (12) months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
  - Does not have a proposed debarment pending; and
  - Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.
- f. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agent's employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agent's employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A: VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.



Tracy Saiki      6-18-18  
Signature                      Date

Tracy Saiki  
Print Name

Klein DeNatale Goldner  
Company Name

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Attachment D

**Klein · DeNatale · Goldner**  
ATTORNEYS AT LAW

Jay L. Rosenlieb 661-328-5225 jrosenlieb@kleinlaw.com  
Jennifer A. Adams 661-328-5313 jadams@kleinlaw.com  
Tracy M. Salki 661-328-5313 tsalki@kleinlaw.com

4550 California Ave., Second Floor, Bakersfield, CA 93309  
p. 661-395-1000 f. 661-326-0418 www.kleinlaw.com

July 23, 2018

**CONFIDENTIAL**

**VIA EMAIL**  
**VIA HAND DELIVERY**

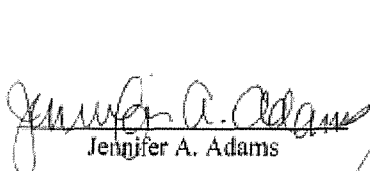
Community Action Partnership of Kern (CAPK)  
RFP No. OPS 2018-0305  
ATTN: Kerri Davis  
5005 Business Park North  
Bakersfield, CA 93309

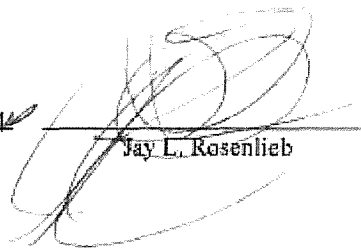
Re: CONFIDENTIAL Response to RFP #OPS 2018-0305

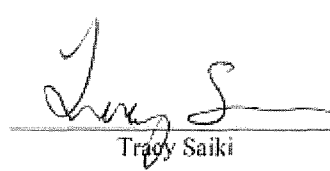
Dear Ms. Davis:

Attached are specific responses to each request in your email of July 18, 2018 regarding the RFP. We appreciate the opportunity to present our responses and would be happy to discuss and work with you on any adjustments that would better meet your needs.

Sincerely,

  
Jennifer A. Adams

  
Jay L. Rosenlieb

  
Tracy Salki

TMS:srf

## **Human Resources Training and Workshops**

### **Description of HR Services:**

We provide clients with accurate and affordable advice and training on human resources and employment law issues. In addition to traditional counseling, we offer professional training programs, internal investigations, employee handbook creation and updates, form and policy development, legal representation and a host of other HR services critical to all businesses.

### **Training Frequency and Content:**

KDG hosts monthly luncheon training sessions for our clients' managers and supervisors. Training content established for the 2018 calendar year is attached.

In addition to our monthly luncheon training sessions, we work collaboratively with clients to customize and provide training specifically tailored to your organization's structure and workplace culture. We can prioritize the training on a timeline that works for your business, with efficiency in mind. We have found the following sessions to be particularly useful and helpful to our clients:

**Effective Recruitment: Finding the Best**

**Legal Issues in Recruiting and Hiring**

**Comprehensive Workplace Documentation:  
Vendor Claims, Post Accident, Employee Issues**

**Disruption of Regular Business Operations: Crisis  
Management**

**New Manager/Supervisor Training**

**Managing for Success: Performance Management,  
Communication, Coaching, and Counseling**

**Leaves of Absence Management**

**Managing and Supervising in a Union Environment**

**AB 1825 Identifying, Preventing, and Responding to  
Harassment, Discrimination, Retaliation, and Bullying**

**Workplace Behavioral Issues: Appropriately Handling  
Thorny Situations**

**Understanding Commercial Contracts**

Page 1 of 3

**CAPK RFP # OPS 2018-0305  
Klein, DeNatale, Goldner LLP**

Training Locations: KDG hosts monthly, in-person trainings in both our Bakersfield and Fresno offices. As a convenient alternative for those managers and supervisors outside the areas, webinars are offered. Further, KDG can provide all trainings at your designated locations.

### **Price Structure for All Services**

Costs: KDG does not charge for copies (except very large print jobs like employee handbooks), legal research search engine fees, and electronic communication/faxes.

Rates for Professional Services: Current billing rates are as follows (subject to annual review, but can be locked if subject to a multi-year contract):

Jay L. Rosenlieb	\$395.00 per hour
Tracy Saiki	\$350.00 per hour
Jennifer Adams	\$395.00 per hour
William A. Bruce	\$395.00 per hour
O. Vanessa Chavez	\$300.00 per hour
Shannon McNeill	\$150.00 per hour

Discount: 8% discount if KDG is retained as CAPK's exclusive services provider.

Retainer-Based Services: The following options are offered for more predictable billing. However, these same services can be performed on an hourly rate based on CAPK's preference. All other work will be billed on an hourly basis, although, we can offer budgeted or flat rate prices on a case-by-case basis.

Employee Handbooks: \$2,000/year in Year 1, \$500 thereafter for updates.

AB 1825 Training (2x/year): \$1,000/year, unlimited attendance at CAPK or KDG location

Monthly GC/Management Meetings: \$7,500/year flat-fee for both prep and attendance

Routine Procurement Contract Review: \$1,500/month (redlining vendor contracts for spend < \$100k)

Human Resources Consulting and Training, Employment Law Compliance, and Labor Relations Bargaining Advice, Counsel: **Option 1:** \$7,500 per month for up to 30 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

**Option 2:** \$5,250 per month for up to 20 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

**Option 3:** \$2,750 per month for up to 10 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

### **Travel**

#### Travel Costs:

KDG will waive travel time and mileage reimbursement for travel within California.

### **References**

Bakersfield ARC  
2240 S. Union Avenue  
Bakersfield, CA 93307  
Jim Baldwin, President  
(661) 834-2272  
[jbaldwin@barc-inc.org](mailto:jbaldwin@barc-inc.org)

HR Consulting, Employment Law Compliance, and Labor  
Bargaining/ Representation

Sun World International  
5701 Truxtun Avenue, #200  
Bakersfield, CA 93309  
Merrill Dibble, CEO  
(661)392-5014  
[mdibble@sun-world.com](mailto:mdibble@sun-world.com)

General Counsel, Real Estate, HR Consulting, Employment Law  
Compliance, Litigation, and Commercial Contract Review

City of Fresno  
City Hall  
2600 Fresno Street, Room 2013  
Fresno, CA 93721  
Francine Kanne,  
Chief Assistant City Attorney  
(559) 621-7500  
[francine.kanne@fresno.gov](mailto:francine.kanne@fresno.gov)

General Liability Defense

# Klein · DeNatale · Goldner

ATTORNEYS AT LAW

Training	Date	Location
2018 Employment Law Legal Update	January 17, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
2018 Employment Law Legal Update	January 31, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Romance in the Workplace	February 21, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	March 14, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Marijuana: Seeing Through the Smoke	March 21, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	March 28, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Effectively Disciplining Employees	April 18, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Crisis Management	May 16, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Independent Contractors: The New World After Dynamex	June 20, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Independent Contractors: The New World After Dynamex	June 27, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Managing Leaves of Absence	July 18, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Media and Privacy	August 15, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	August 22, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Reasonable Accommodation	September 19, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
Crisis Management	September 26, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
2018 Legislative Update	October 17, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
2018 Legislative Update	October 18, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309
2018 Legislative Update	October 24, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Transgender Issues in the Workplace: What to Know	November 21, 2018	4550 California Avenue, 3 <sup>rd</sup> Floor, Bakersfield, CA 93309



Community Action Partnership of Kern

5005 Business Park North, Bakersfield, CA 93309

P: (661) 336-5236 F: (661) 336-5228

**AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT**

This AGREEMENT is ADMENDMENT I for the Contract for Services Agreement made by and between Klein DeNatale Goldner, Attorneys at Law ("VENDOR") and Community Action Partnership of Kern ("CAPK"), dated September 6, 2018. The effective date of this ADDENDUM will be October 1, 2021.

**Section 3 of the original Agreement reads as follows:**

**TERM.** The period of performance for the Agreement is October 1, 2018, through September 30, 2021. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor shall provide no further services and incur no further costs on CAPK's behalf upon receipt of this notice.

**Section 3 of the original Agreement is revised to read as follows:**

**TERM.** The period of performance for the Agreement is October 1, 2021, through September 30, 2023. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor shall provide no further services and incur no further costs on CAPK's behalf upon receipt of this notice.

All other terms of the original Agreement remain binding except where they contradict Amendment I, which shall prevail.

**VENDOR:** Klein DeNatale Goldner, Attorneys at Law

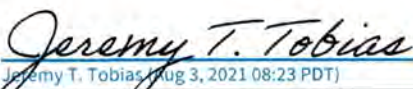
Signature: 

Date: Aug 4, 2021

Printed Name: Jay Rosenlieb

Title: Partner

**CAPK:** COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by:   
Jeremy T. Tobias, Chief Executive Officer

Date: Aug 3, 2021












# Amendment I KDG (Renewal)

Final Audit Report

2021-08-04

Created:	2021-08-02
By:	Michael Herrera (mherrera@capk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb-tXZ_lvzpk6mLvJLc-UP4pLZfUyCG7_

## "Amendment I KDG (Renewal)" History

-  Document created by Michael Herrera (mherrera@capk.org)  
2021-08-02 - 5:21:38 PM GMT- IP address: 97.78.226.238
-  Document emailed to Kerri Davis (kdavis@capk.org) for approval  
2021-08-02 - 5:24:11 PM GMT
-  Email viewed by Kerri Davis (kdavis@capk.org)  
2021-08-03 - 3:05:09 PM GMT- IP address: 104.47.58.254
-  Document approved by Kerri Davis (kdavis@capk.org)  
Approval Date: 2021-08-03 - 3:05:41 PM GMT - Time Source: server- IP address: 12.244.102.66
-  Document emailed to Emilio Wagner (ewagner@capk.org) for approval  
2021-08-03 - 3:05:43 PM GMT
-  Email viewed by Emilio Wagner (ewagner@capk.org)  
2021-08-03 - 3:06:21 PM GMT- IP address: 104.47.57.254
-  Document approved by Emilio Wagner (ewagner@capk.org)  
Approval Date: 2021-08-03 - 3:07:27 PM GMT - Time Source: server- IP address: 12.244.102.66
-  Document emailed to Tracy Webster (twebster@capk.org) for approval  
2021-08-03 - 3:07:29 PM GMT
-  Email viewed by Tracy Webster (twebster@capk.org)  
2021-08-03 - 3:11:31 PM GMT- IP address: 104.47.56.254
-  Document approved by Tracy Webster (twebster@capk.org)  
Approval Date: 2021-08-03 - 3:12:33 PM GMT - Time Source: server- IP address: 12.244.102.66
-  Document emailed to Jeremy T. Tobias (jtobias@capk.org) for signature  
2021-08-03 - 3:12:35 PM GMT





Email viewed by Jeremy T. Tobias (jtobias@capk.org)

2021-08-03 - 3:20:13 PM GMT- IP address: 12.244.102.66



Document e-signed by Jeremy T. Tobias (jtobias@capk.org)

Signature Date: 2021-08-03 - 3:23:49 PM GMT - Time Source: server- IP address: 12.244.102.66



Document emailed to Jay Rosenlieb (jrosenli@kleinlaw.com) for signature

2021-08-03 - 3:23:51 PM GMT



Email viewed by Jay Rosenlieb (jrosenli@kleinlaw.com)

2021-08-03 - 11:42:28 PM GMT- IP address: 63.149.249.212



Document e-signed by Jay Rosenlieb (jrosenli@kleinlaw.com)

Signature Date: 2021-08-04 - 3:28:18 PM GMT - Time Source: server- IP address: 63.149.249.212



Agreement completed.

2021-08-04 - 3:28:18 PM GMT



## BUDGET AND FINANCE COMMITTEE

APRIL 13, 2023

### FINANCIAL REPORT

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D. - Cash Summary as of February 28, 2023	D1
- Bank Reconciliations	D2 - D8
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J. Financial Statements as of February 28, 2023	J1
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L. Indirect Fund Budget To Actual as of February 28, 2023	L1

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<b><u>UNRESTRICTED</u></b>						
GENERAL FUND			NOT APPLICABLE	03/01/22 - 02/28/23	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/22 - 02/28/23	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/22 - 02/28/23	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/22 - 02/28/23	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/22 - 02/28/23	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/22 - 02/28/23	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	534	DONATIONS
211			NOT APPLICABLE	03/01/22 - 02/28/23	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/22 - 02/28/23	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/22 - 02/28/23	595	DONATIONS
<b><u>RESTRICTED</u></b>						
EARLY HEAD START/HEAD START	27,829,010	93.600	09CH011132-04	03/01/22 - 02/28/23	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,700,832	93.600	09CH011132-04	03/01/22 - 02/28/23	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/21 - 07/31/22	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	200,693	21.009	22VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496 1,756,701	93.569	22F - 5015 23F - 4015	01/01/22 - 12/31/22 01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,323,755 7,129,494	93.568 93.568	21B - 5012 22B - 4012	11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241 677,192	93.575	CCTR - 1057 CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128 5,643,428	93.575	CMAP - 1000 CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ .569	15 - MOU - 00118	10/01/21 - 09/30/22	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960	10.568	15 - MOU - 00118	10/01/21 - 09/30/22	105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182			131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106 1,212,423	21.027		4/1/2022 - 6/30/2022 7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	398,229	10.565	MOU-20-6003	10/01/21 - 09/30/22	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,101,059 4,277,247	10.557	19 - 10139 22 - 10236	10/01/21 - 09/30/22 10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	425,000	93.185	00-FE-3400-01-00	05/01/22 - 07/30/22	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	104,492	10.561	18 - 7012 - SUB - CAPK	10/01/21 - 09/30/22	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, CITY OF BAKERSFIELD
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/21 - 06/30/22	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/21 - 06/30/22	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	22,010,862 23,809,862		CMAF - 1000 CMAF - 2000	07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254 3,043,423		CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394 7,153,992		CSPP - 1123 CSPP - 2120	07/01/21 - 06/30/22 07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427 273,318		CMIG - 1004 CMIG - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 1004 CMSS - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	537,628		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/21 - 06/30/22	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/21 - 06/30/22	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/21 - 06/30/22	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	230,726		N/A	07/01/21 - 06/30/22	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	87,948		2020.2.05	07/01/21 - 06/30/22	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	142,167		2020.2.06	07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	163,032		2020.1.06	07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	154,174		2020.2.18	07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS, SIERRA FOUNDATION
UNITED WAY STANISLAUS - CES	123,161 402,525			03/01/22 - 06/30/22 07/01/22 - 06/30/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/21 - 06/30/22	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/21 - 06/30/22	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
SHAFER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT

**COMMUNITY ACTION PARTNERSHIP OF KERN  
SCHEDULE OF PROGRAMS (FUNDS)  
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 LA County	10,000 15,000		N/A	11/01/22 - 06/30/23 07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A		423	FEEDING AMERICA SERVICE INSIGHTS
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST



**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2022/23**

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
108	Early Head Start	X					
109	Head Start	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<u>Food Bank</u>		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
135	County of Kern CARES Food Delivery Program		X				
147	Commodity Supplemental Food Program		X				
175-032	CSBG Discretionary - Ridgecrest		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
422	Feeding America Senior Hunger		X				
423	Feeding America Service Insights		X				
475	Wonderful Company Food Bank Expansion		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				
505	Food Bank - Expansion		X				

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2022/23**

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
124	Low Income Home Water Assistance			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
286	First 5 Oasis Family Resource Center				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
534	Oasis Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Homeless Services</u>						
141	ESG CARES Act Homeless Services				X		
142	County of Kern LBNC - Safe Camping				X		
160	HUD Coordinated Entry System				X		
275	County of Kern LBNC				X		
276	BKRHC HHAP				X		
278	City of Bakersfield HHAP				X		
292	United Way Stanislaus CES				X		
550	CalAIM Homeless Prevention Services				X		

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**FUNCTIONAL CLASSIFICATIONS BY FUND**  
**FISCAL YEAR 2022/23**

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
164	Cal Fresh				X		
186	2-1-1 Hospital Preparedness Program				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		
	<u>Other</u>						
151	ASTHO Vaccine Equity				X		
205	BCSD Community School Partnership Program				X		

COMMUNITY ACTION PARTNERSHIP OF KERN  
**LINE OF CREDIT ADVANCES AND REPAYMENTS**  
FISCAL YEAR 2022/23

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				
08/31/22	n/a				
09/30/22	n/a				
10/31/22	n/a				
11/30/22	n/a				
12/31/22	n/a				
01/31/23	n/a				
02/28/23	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022. A varied amount decrease to better manage the cash flow need during peak months.

Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	4.13%
04/01/22 - 6/30/22	90 days	\$ 221.16	5.35%
07/01/22 - 9/30/22	90 days	\$ 718.75	6.83%
10/01/22 - 12/31/22	90 days	\$ 223.61	8.15%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's open bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF FEBRUARY 28, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(144,573.68)
HEAD START/EARLY HEAD START	161,888.73
<b>SUBTOTAL</b>	<b>17,315.05</b>
GENERAL CHILD CARE	445,815.28
MIGRANT A/P	3,785,676.28
MIGRANT CHILD CARE	92,303.32
MIGRANT SPECIALIZED SERVICES	(9,832.58)
SAN JOAQUIN COE GENERAL CHILD CARE	(49,453.56)
STATE PRESCHOOL	2,558,907.07
<b>SUBTOTAL</b>	<b>6,823,415.81</b>
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(169,857.38)
EF&S	92,678.68
EFAP	(37,526.92)
HEALTH NET	(58.73)
FEEDING AMERICA SENIOR HUNGER	29.54
FEEDING AMERICA SERVICE INSIGHTS	91,702.09
FOOD BANK	(366,150.80)
FOOD BANK EXPANSION	58,646.89
FOOD BANK CAPACITY PROGRAM	1,524,972.05
FOOD BANK - STATE	(215,863.69)
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	2,543,787.51
WONDERFUL FOUNDATION	120,457.27
<b>SUBTOTAL</b>	<b>3,661,267.82</b>
ENERGY	(115,299.69)
DOE WAP	0.00
LIHEAP	(1,794,450.66)
LIWHAP	(16,128.87)
PG&E	17,359.01
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,908,520.08
<b>SUBTOTAL</b>	<b>0.00</b>
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
<b>SUBTOTAL</b>	<b>2,000.00</b>
211	384,685.43
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(103,688.68)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(16,869.77)
CALAIM HOMELESS PREVENTION SERVICES	265,159.29
CAL FRESH	(17,000.33)
CALEITC	(80,408.69)
CAPK FOUNDATION	(32,268.28)
COST POOLS	416,652.57
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(824,575.14)
CSBG	(272,186.18)
CSBG - DISCRETIONARY	(31,000.00)
DIFFERENTIAL RESPONSE	(66,592.07)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	3,884,662.38
EAST KERN FAMILY RESOURCE CENTER	13,560.85
ESG CARES ACT HOMELESS SERVICES	2,317.26
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(84,123.64)
ESG COORDINATED ENTRY SERVICE - COVID19	(13,670.66)
ASTHO VACCINE EQUITY	91,273.68
CITY OF BAKERSFIELD CAL VIP	(336.69)
FIRST 5 KERN 211	(32,672.86)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(43,648.08)
FIRST 5 HELP ME GROW	(37,378.27)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(74,668.32)
FRIENDSHIP HOUSE	15,051.82
FUNDRAISING	275,059.44
GENERAL FUND	579,276.08
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(9,916.80)
HOME VISIT INITIATIVE (CO OF KERN)	(195,516.26)
HOUSING FOR THE HARVEST STATE	3.02
HUD-COORDINATED ENTRY SYSTEM	(54,518.85)
COUNTY OF KERN - 211	(24.01)
INDIRECT FUND	552,680.48
IRS - VITA	(105,482.92)
TAX ASSISTANCE	32,010.08
M ST NAVIGATION CENTER	37,731.25
NEOPB CAL FRESH HEALTHY LIVING	(138,714.17)
POSITIVE YOUTH DEV SVC	(11,517.83)
POSITIVE YOUTH M	(94,297.74)
SHAFTER YOUTH CENTER	36,426.95
OASIS FAMILY RESOURCE CENTER	12,694.83
SIERRA FOUNDATION - ASTHMA MITIGATION	43,641.03
UNITED WAY 211	981.55
UW STANISLAUS CES	(67,588.58)
WELLS FARGO FOUNDATION	66,981.80
WIC	(989,705.95)
LESS: ENERGY NEGATIVE BALANCE	(1,908,520.08)
ADD: LINE OF CREDIT	0.00
<b>SUBTOTAL</b>	<b>1,405,007.64</b>
<b>TOTAL OPERATING CASH</b>	<b>11,909,006.32</b>

## **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)**

### **WELLS FARGO BANK ACCOUNTS**

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651


BANK RECONCILIATION FOR THE MONTH ENDED  
February 28, 2023

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

OPERATING ACCOUNT  
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	02/28/23		12,547,934.11
LESS: OUTSTANDING CHECKS		634,244.01	
ADJUSTED BANK BALANCE AT	02/28/23		11,913,690.10
GENERAL LEDGER BALANCE AT	01/31/23		9,140,272.86
ADD: DEPOSITS		2,406,129.26	
US TREAS DRAWDOWNS		4,375,824.13	
FUNDS FROM OTHER GRANTS		3,639,724.96	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		-	
REIMBURSEMENT OF ALTERED PAYEE		3,069.27	
LESS: CHECKS		1,587,368.14	
ADP PAYROLL 2/10/23		1,635,276.27	
ADP PAYROLL 2/24/23		1,603,430.07	
EFTS FOR HRA/HSA/ STD/403B		415,759.08	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		13,217.20	
BANK FEES		-	
ACH VOUCHERS		2,372,488.92	
GENERAL LEDGER BALANCE AT	02/28/23		11,913,690.10

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/16/2023  
APPROVED BY:  TITLE: Chief Financial Officer DATE: Mar 16, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**HEADSTART ACCRUED VACATION\***  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING  
**February 28, 2023**

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

**BANK BALANCE ENDING: 02/28/23 1,050,719.23**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 02/28/23 1,050,719.23**

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**BALANCE PER G/L 01/31/23 1,050,077.49**

ADD: DEPOSITS 0.00

INTEREST 641.74

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 02/28/23 1,050,719.23**

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DIFFERENCE: 0.00

\* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

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PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 03/10/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Mar 10, 2023



**COMMUNITY ACTION PARTNERSHIP OF KERN  
CSD ADVANCES ACCOUNT\*\***

5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

**BANK RECONCILIATION FOR MONTH ENDING  
February 28, 2023**

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1095

**BANK BALANCE ENDING: 02/28/23 439,614.14**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 02/28/23 439,614.14**

---

**BALANCE PER G/L 01/31/23 439,345.64**

ADD: DEPOSITS 0.00

INTEREST 268.50

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

WIRE TRANSFER 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 02/28/23 439,614.14**

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\* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

\*\* January 2018 name changed from DOE ARRA to CSD Advances.

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PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 03/10/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**ON-LINE DONATIONS ACCOUNT**  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING  
**February 28, 2023**

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

<b>BANK BALANCE ENDING:</b>	<b>02/28/23</b>	<b>58,380.76</b>
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
<b>ADJUSTED BANK BALANCE</b>	<b>02/28/23</b>	<b>58,380.76</b>

<b>BALANCE PER GENERAL LEDGER</b>	<b>01/31/23</b>	<b>57,961.86</b>
ADD: DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	509.91	
PAYPAL DEPOSIT	0.00	
INTEREST	35.54	
LESS: APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	17.45	
BANKCARD FEES	109.10	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	0.00	
	0.00	
<b>BALANCE PER GENERAL LEDGER:</b>	<b>02/28/23</b>	<b>58,380.76</b>

\* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.

Difference: 0.00

\*\* August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

\*\*\* January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 03/10/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**CHILD DEVELOPMENT RESERVE #1**  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING  
**February 28, 2023**

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6264

**BANK BALANCE ENDING: 02/28/23 4,680.71**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 02/28/23 4,680.71**

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**BALANCE PER G/L 01/31/23 4,677.85**

ADD: DEPOSITS 0.00

INTEREST 2.86

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 02/28/23 4,680.71**

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DIFFERENCE: 0.00

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PREPARED BY: N. IBARRA

TITLE: Accountant

DATE: 03/10/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**CHILD DEVELOPMENT RESERVE #2**  
5005 BUSINESS PARK NORTH  
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING  
**February 28, 2023**

WELLS FARGO BANK, N.A.  
P. O. BOX 63020  
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

**BANK BALANCE ENDING: 02/28/23 35,192.29**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 02/28/23 35,192.29**

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**BALANCE PER G/L 01/31/23 35,170.79**

ADD: DEPOSITS 0.00

INTEREST 21.50

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 02/28/23 35,192.29**

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DIFFERENCE: 0.00

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PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 03/10/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**WELLS FARGO VISA SUMMARY**  
**STATEMENTS DATED February 1, 2023 - February 28, 2023**

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	1,134.39
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	2,698.09
Freddy Hernandez	Director of Youth and Community Services	2,665.13
Louis Gill	Chief Program Officer	-
Lisa McGranahan	Director of Human Resources	17.25
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	58.00
Pritika Ram	Chief Business Development Officer	3,153.94
Jeremy Tobias	Chief Executive Officer	1,025.18
Emilio Wagner	Director of Operations	2,359.04
Tracy Webster	Chief Financial Officer	239.20
Rebecca Moreno	Director of Housing Support Services	1,226.16
Susana Magana	Director of Nutrition Services	3,942.72
	Total	\$ 18,519.10



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0  
Total: 0.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/2/2023	2/3/2023	Tst* Chefs Choice Noodle Bakersfield, CA				52.50
Lunch with sponsor prospect. Attendees: C. Anspach & J. Buechler						
2 2/2/2023	2/6/2023	Office Depot #952 Bakersfield, CA				21.31
Purchase of Avery Mailing Labels for 3/30/23 Foundation Event invitations. Could not submit PO due to timing of end of fiscal year close.						
3 2/7/2023	2/7/2023	American Air Fort Worth, TX				30.00
Airline Baggage Fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans, LA						
4 2/8/2023	2/8/2023	Lyft *ride Tue 2pm Lyft.Com, CA				50.11
Transportation from Airport to Hotel for C. Anspach - NCAP Management & Leadership Conf.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 2/10/2023	2/10/2023	American Air Fort Worth, TX				30.00
Baggage fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans.						
6 2/11/2023	2/13/2023	Lyft *ride Fri 5pm Lyft.Com, CA				73.45
Transportation from Hotel to Airport for C. Anspach - NCAP Management & Leadership Conf.						
7 2/11/2023	2/13/2023	Sheraton New Orleans 504-5252500, LA				877.02
Hotel fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans.						

Transaction Count: 7  
**Total: 1,134.39**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_





Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
						Transaction Count: 0
						Total: 0.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

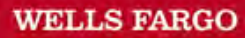
Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/7/2023	2/9/2023	Tst* The Padre Hotel Bakersfield, CA				1,254.62
Deposit for meeting room for School Year Proposal for New Curriculum School Readiness to be held on February 15th						
2 2/15/2023	2/17/2023	Tst* The Padre Hotel Bakersfield, CA				1,443.47
School Year Proposal for New Curriculum School Readiness meeting final payment						

Transaction Count: 2  
Total: 2,698.09

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

## Statement Summary

Name	Freddy Hernandez			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850			Currency	US Dollar		
Reporting Period	2/1/2023 - 2/28/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/31/2023	2/2/2023	Office Depot #5125 800-463-3768, CA				909.27	
Supplies needed for VITA ASAP for site expansion.							
<hr/>							
2 2/1/2023	2/3/2023	Little Caesars 0292 0010 661-873-9999, CA				25.25	
Lunch for VITA volunteers.							
<hr/>							
3 2/4/2023	2/6/2023	Too Fat Sa* Too Fat Sa Toofat1@sbcgl, CA				76.86	
Lunch for VITA volunteers.							
<hr/>							
4 2/9/2023	2/13/2023	Oceana Grill 504-5253661, LA				473.22	
Group dinner in NOLA.							
<hr/>							
5 2/11/2023	2/13/2023	Hotel Fontenot New Orleans, LA				820.58	
Hotel stay for Freddy Hernandez to attend the CAP Management & Training Conference in NOLA.							
<hr/>							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 2/11/2023	2/13/2023	3594 El Pollo Loco 310-6747924, CA				98.01
Lunch for VITA volunteers.						
7 2/16/2023	2/17/2023	Dd Doordash Tacoslavi 855-973-1040, CA				36.55
Lunch provided for VITA volunteers.						
8 2/18/2023	2/20/2023	Dd Doordash Tacoslavi 855-973-1040, CA				25.46
Lunch provided for VITA volunteers.						
9 2/19/2023	2/20/2023	Dd Doordash Pandaexpr 855-973-1040, CA				118.84
Lunch provided for VITA volunteers.						
10 2/25/2023	2/27/2023	Canva* I03707-23254994 Httpscanva.Co, DE				12.95
Software required for VITA.						
11 2/26/2023	2/27/2023	Dd Doordash Popeyes 855-973-1040, CA				68.14
Lunch provided for VITA volunteers.						

Transaction Count: 11

**Total: 2,665.13**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0  
Total: 0.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/10/2023	2/13/2023	Biometrics4all Inc 714-568-9888, CA				17.25
Relay Fees for running New Hire Fingerprints Invoice Period 01/01/2023-1/31/2023 Invoice Date 02/01/2023						

Transaction Count: 1  
Total: 17.25

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

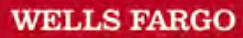
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/16/2023	2/17/2023	Paypal 402-935-7733, VA				29.00
Registration for HVP Staff to attend online training Pyramid Model Training						
2 2/16/2023	2/17/2023	Paypal 402-935-7733, VA				29.00
Registration for HVP Staff to attend online training Pyramid Model Training						

Transaction Count: 2  
Total: 58.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_





Reporting Period : 2/1/2023 - 2/28/2023

## Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	2/1/2023 - 2/28/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 2/1/2023	2/2/2023	Stk*shutterstock 866-6633954, NY				29.00	
		Monthly fee for stock photos.					
<hr/>							
2 2/2/2023	2/3/2023	Nanos Bakery Bakersfield, CA				124.54	
		Pastries for National Hijab Day Reception on 2/2/23 at Friendship House. See attached documentation.					
<hr/>							
3 2/3/2023	2/6/2023	Unlimited-Elements-For Httpsfreemius, NY				74.25	
		Annual Unlimited Elements Plan (5 sites) with multi-license discount.					
<hr/>							
4 2/4/2023	2/6/2023	Facebk *wzkblnbem2 Fb.Me/Ads, CA				100.00	
		Facebook Ad. "Let us know what needs to be done to improve the . . . "					
<hr/>							
5 2/6/2023	2/7/2023	Sheraton New Orleans 504-5252500, LA				1,461.69	
		Hotel Fee for Vanessa Cortez Mendoza - NCAP Management & Leadership Conference in New Orleans, LA					
<hr/>							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 2/7/2023	2/9/2023	National Community Action 202-8422092, DC				150.00
		Registration Fee for NCAF Workshop for P. Ram.				
<hr/>						
7 2/8/2023	2/9/2023	Sheraton New Orleans 504-5252500, LA				877.10
		Hotel fee for Savannah Maldonado to attend NCAP Management & Leadership Conference in New Orleans.				
<hr/>						
8 2/10/2023	2/13/2023	Target.Com 800-591-3869, MN				112.30
		Purchase of Baby Wipes for HS Program. (see attached documentation & coding)				
<hr/>						
9 2/16/2023	2/20/2023	Mamma Mia Bakersfield, CA				122.90
		Lunch meeting with Chase Bank & CAPK Staff. Attendee list is attached.				
<hr/>						
10 2/19/2023	2/20/2023	Facebk Xq3atmbfm2 650-5434800, CA				100.00
		Facebook Ad. "Let us know what needs to be done to improve the . . . "				
<hr/>						
11 2/20/2023	2/21/2023	Facebk H6sbumbfm2 650-5434800, CA				2.16
		Facebook Ad "Let us know what needs to be done to improve the . . . "				
<hr/>						

Transaction Count: 11  
**Total: 3,153.94**

\_\_\_\_\_  
**Employee Signature** **Date**

\_\_\_\_\_  
**Authorized Approver Signature** **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/4/2023	2/6/2023	Panera Bread #601790 O 661-395-9300, CA				33.86
Coffee & Muffins for Chief's Meeting on 2/3/23. Agenda and attendee list is attached.						
2 2/7/2023	2/8/2023	Ncaf 202-842-2092, DC				750.00
NCAF Conference Registration Fee for Jeremy Tobias.						
3 2/22/2023	2/23/2023	Stockdale Mkt #2 Bakersfield, CA				77.98
Gasoline for CEO's Agency Vehicle						
4 2/22/2023	2/23/2023	Food-Ex Bakersfield, CA				163.34
Lunch for Board of Directors Meeting on 2/22/23. Agenda & Attendee list is attached to invoice.						

Transaction Count: 4  
Total: 1,025.18

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/11/2023	2/13/2023	Microsoft#g019552326 Msbill.Info, WA				1,435.08
		Microsoft#g009792710- Microsoft Azure - Software Support HS				
2 2/20/2023	2/21/2023	Mindbody 805-5462000, CA				461.98
		MindBody - Premier Basic monthly charge and subscription fee for January 2023				
3 2/20/2023	2/21/2023	Mindbody 805-5462000, CA				461.98
		MindBody - Premier Basic monthly charge and subscription fee for February 2023				

Transaction Count: 3  
Total: 2,359.04

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/9/2023	2/10/2023	Coursra90thqqgzcnoj 650-963-9884, CA				39.00
		Project Management training for Laura Alford				
2 2/14/2023	2/15/2023	Bagels And Blenderz Bakersfield, CA				200.20
		Finance and Operations all staff meeting				

Transaction Count: 2  
Total: 239.20

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/6/2023	2/8/2023	Travelodge Bakersfield, CA				285.60
Isolation housing for COVID 19 resident at M Street.						
<hr/>						
2 2/11/2023	2/13/2023	Hotel Fontenot New Orleans, LA				940.56
Hotel stay for Rebecca Moreno to attend the CAP Management & Training Conference in NOLA.						
<hr/>						

Transaction Count: 2  
Total: 1,226.16

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Susana Magana				Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-6693				Currency	US Dollar	
Reporting Period	2/1/2023 - 2/28/2023						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 1/30/2023	2/1/2023	Flame And Skewers 2 Bakersfield, CA					601.44
		Lunch for Migrant Childcare staff training.					
2 1/31/2023	2/1/2023	Lassens Natural Foods-Bk Bakersfield, CA					166.71
		Special diet food purchase.					
3 1/31/2023	2/1/2023	Foodsco #0384 Se2 Bakersfield, CA					239.94
		Baby formula.					
4 1/31/2023	2/1/2023	Wal-Mart #1624 Bakersfield, CA					99.84
		Baby formula.					
5 1/31/2023	2/1/2023	Wal-Mart #1624 Bakersfield, CA					95.82
		Baby formula.					



Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/31/2023	2/1/2023	Target 00006148 Bakersfield, CA				72.98
Baby formula.						
7 1/31/2023	2/1/2023	Usps Po 0504680519 Bakersfield, CA				516.60
Mail stamps for satellite offices.						
8 2/6/2023	2/7/2023	Ntlrest Servsafe 312-7151010, IL				45.00
Food Handler online courses purchased for Alan Rodriguez, Yesenia Fernandez, and Luz Moreno.						
9 2/6/2023	2/7/2023	Bed Bath & Beyond #407 Bakersfield, CA				47.10
Descaling solution for Food Bank office coffee maker.						
10 2/7/2023	2/8/2023	Barnes&noble Papersource 800-843-2665, NY				66.22
Book purchase for coaching & mentoring, Health & Nutrition.						
11 2/15/2023	2/16/2023	Walmart.Com 8009666546 800-966-6546, AR				85.73
Supplies for Central Kitchen.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 2/15/2023	2/16/2023	Lassens Natural Foods-Bk Bakersfield, CA				100.78
Special diet food purchase.						
13 2/17/2023	2/20/2023	Hiltonsac Arden W-Room Sacramento, CA				220.04
Hotel for Magaly Witz to attend the CDPH Project Directors' Meeting in Sacramento.						
14 2/17/2023	2/20/2023	Hiltonsac Arden W-Room Sacramento, CA				220.04
Hotel for Alan Rodriguez to attend the CDPH Project Directors' Meeting in Sacramento.						
15 2/22/2023	2/24/2023	Bcd Meetings & Incenti 312-705-2203, GA				595.00
Registration for Kelly Lowery to attend the Feeding America Annual Conference in NOLA.						
16 2/23/2023	2/24/2023	Lassens Natural Foods-Bk Bakersfield, CA				137.48
Special diet food for Central Kitchen.						
17 2/23/2023	2/27/2023	Kern Ccd - Bakersfield Bakersfield, CA				632.00
Bilingual Examination Fees for MCAP.						

Transaction Count: 17  
**Total: 3,942.72**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**CENTRAL KITCHEN - BUDGET TO ACTUAL**  
**FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (12 OF 12 MONTHS OR 100.0%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	1,052,810	48.2%	1,130,849
Head Start Subsidy	<u>377,301</u>	<u>1,268,446</u>	<u>336.2%</u>	<u>(891,145)</u>
Total Revenue	<u>2,560,960</u>	<u>2,321,257</u>	<u>90.6%</u>	<u>239,704</u>
Expenditures (Note B)				
Salaries	724,671	748,894	103.3%	(24,223)
Benefits	200,399	222,352	111.0%	(21,953)
Vehicle Gasoline, Repair/Maintenance	27,000	49,451	183.2%	(22,451)
Space Costs	121,700	102,858	84.5%	18,842
Supplies - Office & Food Service	92,500	134,955	145.9%	(42,455)
Equipment Purchase	-	90,382	Not budgeted	(90,382)
Consultant Services	-	8,112	Not budgeted	(8,112)
Equipment Repair/Maintenance & Lease	35,300	52,260	148.0%	(16,960)
Communication	14,000	17,832	127.4%	(3,832)
Risk Insurance	12,700	14,361	113.1%	(1,661)
Printing	1,000	376	37.6%	624
Hiring & Employee Costs	100	376	376.1%	(276)
First Aid	500	25	5.0%	475
Raw Food/Vended Meals	<u>1,015,580</u>	<u>925,574</u>	<u>91.1%</u>	<u>90,006</u>
Sub Total	2,245,450	2,367,807	105.4%	(122,357)
Adult Meals Prepared	128,794	(137,104)	-106.5%	265,898
Indirect	<u>186,716</u>	<u>90,553</u>	<u>48.5%</u>	<u>96,163</u>
Total Expenditures	<u>2,560,960</u>	<u>2,321,257</u>	<u>90.6%</u>	<u>239,704</u>

	Prior Period	FEBRUARY 2023	Cumulative
Total Meals Prepared and Vended (Note C)	674,615	57,763	732,378
Total Meals Claimed	<u>379,182</u>	<u>36,855</u>	<u>416,037</u>
Difference	295,433	20,908	316,341

Percentage Claimed to Prepared/Vended		63.8%	56.8%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT**  
**FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)**

Contract CMAP-1000	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	Total	%	% Earned to MRA
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	-		
Net Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824	81.16%	
Maximum Reimbursable Amount (MRA) for Provider Payments													<b>24,298,964</b>		<b>43.43%</b>
<u>Administration &amp; Support Services Revenue</u>															
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824		
Reimbursement Rate	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%		
Revenue Earned	\$ 163,049	\$ 216,312	\$ 253,748	\$ 329,985	\$ 529,077	\$ 452,438	\$ 440,536	\$ 420,303	\$ -	\$ -	\$ -	\$ -	\$ 2,805,449		
Program Administration/Support Services Costs	101,870	115,425	139,282	139,997	144,668	246,553	168,028	285,387	-	-	-	-	1,341,210	10.31%	
Indirect (10% x MTDC) Costs	70,328	91,774	108,017	136,944	212,318	193,576	181,286	114,814	-	-	-	-	1,109,056	8.53%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	\$ 172,199	\$ 207,199	\$ 247,298	\$ 276,941	\$ 356,986	\$ 440,128	\$ 349,314	\$ 400,201	\$ -	\$ -	\$ -	\$ -	\$ 2,450,266	18.84%	
Revenue Earned Over/(Under) Costs	\$ (9,150)	\$ 9,113	\$ 6,450	\$ 53,044	\$ 172,091	\$ 12,310	\$ 91,222	\$ 20,102	\$ -	\$ -	\$ -	\$ -	\$ 355,183		
TOTAL COSTS - NET OF FAMILY FEES	\$ 785,573	\$ 1,020,945	\$ 1,201,872	\$ 1,518,313	\$ 2,347,322	\$ 2,142,155	\$ 2,006,569	\$ 1,981,341	\$ -	\$ -	\$ -	\$ -	\$ 13,004,090	100.00%	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	10,553,824
Reimbursement Rate (19% / 81%)	x 26.5823%
Revenue Earned	<u>2,805,449</u>

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

Provider Payments	24,298,964	82.50%
Administration	4,417,994	15.00%
Support Services	<u>736,332</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>29,453,290</u>	<u>100.00%</u>

Note 3: Increase to contract was received December 2022 in the amount of \$2,031,428.

COMMUNITY ACTION PARTNERSHIP OF KERN  
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE  
FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<b>GENERAL CHILD CARE (CCTR-2058)</b>														
Adjusted Days of Enrollment - Certified	3,439	4,970	4,923	5,761	5,374	5,384	5,468	5,498	-	-	-	-	40,816	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 177,255	\$ 256,191	\$ 253,771	\$ 296,976	\$ 277,019	\$ 266,711	\$ 270,902	\$ 272,391	\$ -	\$ -	\$ -	\$ -	\$ 2,071,218	<b>56.31%</b>
Maximum Reimbursable Amount (MRA)													<b>\$3,678,194</b>	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%	98.89%	98.84%	98.84%	98.27%	97.74%	97.83%	98.61%						<b>97.82%</b>
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%
<b>CALIFORNIA STATE PRESCHOOL (CSPP-2120)</b>														
Adjusted Days of Enrollment - Certified	3,296	6,416	8,191	9,575	8,903	8,030	9,456	9,063					62,930	
Reimbursement Rate per Child per Day	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	
Revenue Earned	\$ 182,181	\$ 354,638	\$ 452,716	\$ 529,198	\$ 492,046	\$ 443,829	\$ 522,656	\$ 500,892	\$ -	\$ -	\$ -	\$ -	\$ 3,478,155	<b>48.62%</b>
Maximum Reimbursable Amount (MRA)													<b>\$7,153,992</b>	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%	98.26%	98.67%	97.89%	96.47%	97.39%	96.11%	96.93%						<b>96.77%</b>
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%
<b>MIGRANT CHILD CARE (CMIG-2004)</b>														
Adjusted Days of Enrollment - Certified	94	123	130	158	136	133	149	146					1,070	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 4,865	\$ 6,338	\$ 6,703	\$ 8,169	\$ 7,002	\$ 6,881	\$ 7,703	\$ 7,512	\$ -	\$ -	\$ -	\$ -	\$ 55,173	<b>18.81%</b>
Maximum Reimbursable Amount (MRA)													<b>\$293,327</b>	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	96.83%	98.39%	96.24%	98.41%						<b>98.67%</b>
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 State contracts.

Note 3: CSPP Contract was amended from \$4,544,694 to \$7,153,992

COMMUNITY ACTION PARTNERSHIP OF KERN  
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	687	919	860	995	918	1,188	1,366	1,453					8,385	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 31,629	\$ 42,283	\$ 39,571	\$ 45,804	\$ 42,254	\$ 54,680	\$ 62,899	\$ 66,865	\$ -	\$ -	\$ -	\$ -	\$ 385,983	24.56%
Maximum Reimbursable Amount (MRA)													\$1,571,900	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	97.54%	99.05%	96.92%	98.06%						98.55%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 Cooperative Agreement with the San Joaquin County Office of Education

<b>Division/CFO:</b> Tracy Webster, CFO <b>Program/Work Unit:</b> Not Applicable <b>Services:</b> Overall financial and accounting functions of the organization			<b>Month/Year:</b> February-2023 <b>Director of Finance:</b> Gabrielle Alexander	
Activities	February-2023		Year to Date 03/1/22 - 01/31/23	
Description	Number	Amount		Amount
Bank Deposits	11	2,468,893	174	29,503,089
Wire Deposits	10	3,639,725	147	31,389,987
Head Start/IRS Drawdowns	5	4,311,555	60	40,358,541
Vendor Checks Issued	1123	3,971,880	13,901	61,290,772
Payroll Disbursed				32,880,275
Grant Reports Prepared	33		430	
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CSBG Discretionary				
CSBG 2022				
Differential Response				
EFAP				
ESG CARES Act Homeless				
Food Bank Farmers Market				
First 5 Kern – Help Me Grow				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Homeless LBNC				
Homeless Safe Camping				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				
Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	409	0	409	3454
Contracts	45	5	40	311
Leases	21	14	7	24
Requests for Proposals	3	0	2	29
Business Services Projects				
Description		% Completed		Comments
Energy Subcontractor		100		Completed
Design Build Sports Field Lighting FHCC		90		Awarded -Waiting for funding
<b>Total Division Staffing</b> 29 positions + 1 Vacancies  <div> <div>CFO</div> <div>Director of Finance</div> <div>Finance Administrator</div> <div>Payroll/HRIS Manager</div> <div>Accounting Administrator</div> <div>Accounting Administrator - Energy</div> <div>Accountant (2)</div> <div>Accountant II (2)</div> </div> <div> <div>Accounting Technician (5)</div> <div>Accounting Specialist (2)</div> <div>AP Supervisor (1)</div> <div>Fiscal Technician (2)</div> <div>Payroll Specialists (3)</div> <div>Payroll Supervisor (1)</div> <div>Administrative Assistant to CFO</div> </div> <div> <div>Procurement Manager</div> <div>Business Contracts Specialist</div> <div>Business Technician (2)</div> </div>				



# Community Action of Partnership of Kern Agency Total

## STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022

### ASSETS

Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	12,434,357
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,045,253
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

**Total Assets** 40,412,866

### LIABILITIES AND NET ASSETS

Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>4,330,162</u>

**Total Liabilities** 18,680,076

**Total Net Assets** 21,732,790

**Total Liabilities and Net Assets** 40,412,866

## STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022

### REVENUE

Grant Revenue	87,203,662
Donations	30,640,997
Other Revenue	915,618
In-Kind	<u>206,161</u>

**Total Revenue** 118,966,438

### EXPENDITURES

Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,753,361
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>

**Total Expenditures** 111,441,431

**Net Change in Assets** 7,525,007

**Net Assets, beginning** 14,207,782

**Net Assets, ending** 21,732,790

# Community Action of Partnership of Kern Agency Total

## STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2023

### ASSETS

Cash in Bank	12,442,295
Cash - Vacation Reserve	1,050,077
Petty Cash	-
Accounts Receivable	5,503,729
Travel Advance	200
Prepaid Expense	875,945
Inventory	1,056,150
Net Fixed Assets - Unrestricted	698,703
Net Fixed Assets - Restricted	16,692,347

**Total Assets** 38,319,445

### LIABILITIES AND NET ASSETS

Accounts Payable	5,854,717
Accrued Expenses	1,976,439
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	5,318,561
Deferred Revenue	-

**Total Liabilities** 15,597,338

**Total Net Assets** 22,722,107

**Total Liabilities and Net Assets** 38,319,445

## STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023

### REVENUE

Grant Revenue	103,408,702
Donations	451,346
Other Revenue	8,624,556
In-Kind	10,508,433

**Total Revenue** 122,993,038

### EXPENDITURES

Salaries	40,300,334
Benefits	10,954,123
Travel	766,750
Space Costs	18,616,949
Supplies	3,093,075
Consultant/Contract Services	5,543,124
Other Costs	4,518,830
Program Costs	18,734,954
Capital Expenditures	1,020,058
Indirect	7,947,089
In-Kind	10,508,433

**Total Expenditures** 122,003,720

**Net Change in Assets** 989,318

**Net Assets, beginning** 21,732,790

**Net Assets, ending** 22,722,107

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	36,386,847	2,191,395	94%
BENEFITS	11,160,531	10,044,507	1,116,024	90%
TRAVEL	721,930	696,388	25,542	96%
SPACE COST	23,506,027	17,243,019	6,263,008	73%
SUPPLIES	3,253,861	2,875,771	378,090	88%
EQUIPMENT	831,379	2,116,622	(1,285,243)	255%
CONSULTANT/CONTRACT SERVICES	3,798,580	4,162,612	(364,032)	110%
OTHER COSTS	3,449,253	3,806,728	(357,475)	110%
PROGRAM COSTS	11,277,182	18,090,710	(6,813,528)	160%
INDIRECT	7,597,038	8,068,657	(471,619)	106%
TOTAL	104,174,023	103,491,860	682,163	99%

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	26,767,362	683,902	98%
BENEFITS	8,315,926	7,643,924	672,002	92%
TRAVEL	492,583	419,620	72,963	85%
SPACE COST	6,603,218	7,768,298	(1,165,080)	118%
SUPPLIES	2,644,635	2,064,466	580,169	78%
EQUIPMENT	100,000	820,697	(720,697)	821%
CONSULTANT/CONTRACT SERVICES	1,369,385	1,088,270	281,115	79%
OTHER COSTS	1,130,700	1,546,727	(416,027)	137%
PROGRAM COSTS	7,769,839	15,336,852	(7,567,013)	197%
INDIRECT	5,263,450	5,895,262	(631,812)	112%
TOTAL	61,141,000	69,351,478	(8,210,478)	113%

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	3,666,046	544,945	87%
BENEFITS	1,260,035	953,499	306,536	76%
TRAVEL	91,246	116,628	(25,382)	128%
SPACE COST	15,209,213	7,779,751	7,429,462	51%
SUPPLIES	211,553	304,042	(92,489)	144%
EQUIPMENT	724,960	1,032,920	(307,960)	142%
CONSULTANT/CONTRACT SERVICES	563,961	466,582	97,379	83%
OTHER COSTS	378,585	560,200	(181,615)	148%
PROGRAM COSTS	1,436,167	1,992,909	(556,742)	139%
INDIRECT	765,412	720,917	44,495	94%
TOTAL	24,852,123	17,593,494	7,258,629	71%

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	1,922,191	1,048,930	65%
BENEFITS	553,144	464,316	88,828	84%
TRAVEL	65,110	50,477	14,633	78%
SPACE COST	299,407	235,402	64,005	79%
SUPPLIES	110,076	122,482	(12,406)	111%
EQUIPMENT	6,419	97,668	(91,249)	1522%
CONSULTANT/CONTRACT SERVICES	1,056,518	1,783,999	(727,481)	169%
OTHER COSTS	1,341,076	1,100,982	240,094	82%
PROGRAM COSTS	868,172	226,458	641,714	26%
INDIRECT	755,931	579,812	176,119	77%
TOTAL	8,026,974	6,583,787	1,443,187	82%

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	2,878,007	(47,595)	102%
BENEFITS	737,565	709,196	28,369	96%
TRAVEL	27,313	46,689	(19,376)	171%
SPACE COST	1,206,276	1,199,055	7,221	99%
SUPPLIES	220,349	351,635	(131,286)	160%
EQUIPMENT	-	165,337	(165,337)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	731,577	36,359	95%
OTHER COSTS	491,102	530,386	(39,284)	108%
PROGRAM COSTS	1,105,101	482,789	622,312	44%
INDIRECT	613,244	680,059	(66,815)	111%
TOTAL	7,999,298	7,774,728	224,570	97%

COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	1,019,908	(29,054)	103%
BENEFITS	267,905	252,813	15,092	94%
TRAVEL	23,578	55,559	(31,981)	236%
SPACE COST	182,213	258,186	(75,973)	142%
SUPPLIES	52,498	26,842	25,656	51%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	5,780	9,324	(3,544)	161%
OTHER COSTS	51,480	45,273	6,207	88%
PROGRAM COSTS	97,903	51,703	46,200	53%
INDIRECT	170,659	166,064	4,595	97%
TOTAL	1,842,870	1,885,673	(42,803)	102%



COMMUNITY ACTION PARTNERSHIP OF KERN  
BUDGET TO ACTUAL  
FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	133,333	(9,733)	108%
BENEFITS	25,956	20,759	5,197	80%
TRAVEL	22,100	7,414	14,686	34%
SPACE COST	5,700	2,327	3,373	41%
SUPPLIES	14,750	6,304	8,446	43%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	82,860	(47,860)	237%
OTHER COSTS	56,310	23,161	33,149	41%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	26,543	1,799	94%
TOTAL	311,758	302,700	9,058	97%

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**INDIRECT FUND - FY 2022/23**  
**BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)**

	Budget	Actual	% Earned/ Expended	Available Balance
<b>Revenue</b>	<b>\$ 7,597,038</b>	<b>\$ 8,068,657</b>	<b>106.2%</b>	<b>\$ (471,619)</b>
Expenditures				
Salaries	4,122,037	3,869,184	93.9%	252,853
Benefits @ 23.6% actual	<u>927,258</u>	<u>906,191</u>	<u>97.7%</u>	<u>21,067</u>
Total Personnel Costs	5,049,295	4,775,374	94.6%	273,921
Operating Costs				
Travel	67,900	70,362	103.6%	(2,462)
Space Costs	215,700	236,247	109.5%	(20,547)
Supplies	252,500	217,475	86.1%	35,025
Consultant/Contract	1,288,000	1,380,513	107.2%	(92,513)
Other Operating Costs	<u>474,125</u>	<u>707,321</u>	<u>149.2%</u>	<u>(233,196)</u>
Total Operating Costs	2,298,225	2,611,917	113.6%	(313,692)
<b>Total Expenditures</b>	<b><u>\$ 7,347,520</u></b>	<b><u>\$ 7,387,292</u></b>	<b><u>100.5%</u></b>	<b><u>\$ (39,772)</u></b>
<b>Excess (Deficit) Indirect Revenue</b>	<b><u>\$ 249,518</u></b>	<b><u>\$ 681,365</u></b>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 1,378,476	107.0%	\$ (90,169)
Operations	2,272,694	2,479,207	109.1%	(206,513)
Executive	1,337,079	1,260,105	94.2%	76,974
Program Administration	130,000	114,463	88.0%	15,537
Finance	<u>2,319,440</u>	<u>2,155,040</u>	<u>92.9%</u>	<u>164,400</u>
	<b><u>\$ 7,347,520</u></b>	<b><u>\$ 7,387,292</u></b>	<b><u>100.5%</u></b>	<b><u>\$ (39,772)</u></b>

Prepared Date: 03/30/23

COMMUNITY ACTION PARTNERSHIP OF KERN								
INDIRECT FUND - FY 2022/23								
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)								
		HR	Operations	Executive	Program Admin	Finance	Youth and Comm	
		<u>999-900</u>	<u>999-901</u>	<u>999-902</u>	<u>999-903</u>	<u>999-904</u>	<u>999-905</u>	<u>TOTAL</u>
Salaries		\$ 816,475.10	\$ 1,005,646.37	\$ 745,596.43	\$ 81,186.46	\$ 1,220,279.16	\$ -	\$ 3,869,183.52
Benefits		<u>182,719.10</u>	<u>252,323.73</u>	<u>196,341.04</u>	<u>18,764.75</u>	<u>256,042.33</u>	<u>-</u>	<u>906,190.95</u>
Total Personnel Costs		<u>999,194.20</u>	<u>1,257,970.10</u>	<u>941,937.47</u>	<u>99,951.21</u>	<u>1,476,321.49</u>	<u>-</u>	<u>4,775,374.47</u>
Operating Costs								
	<u>Travel</u>							
	Local Travel - Staff	98.76	3,062.68	139.80	946.19	200.72	-	4,448.15
	Local Travel - Board	-	-	603.10	-	-	-	603.10
	Out of Town Travel	-	11,959.18	17,543.65	6,841.10	3,737.21	-	40,081.14
	Out of Town Travel -Board	-	-	10,655.58	-	-	-	10,655.58
	Per Diem	-	2,023.35	2,606.25	1,064.25	-	-	5,693.85
	Per Diem - Board	-	-	1,269.50	-	-	-	1,269.50
	Vehicle Gasoline	-	5,383.88	2,226.57	-	-	-	7,610.45
	Vehicle Rental	-	-	-	-	-	-	-
		<u>98.76</u>	<u>22,429.09</u>	<u>35,044.45</u>	<u>8,851.54</u>	<u>3,937.93</u>	<u>-</u>	<u>70,361.77</u>
	<u>Space Costs</u>							
	Rent	-	53,409.08	-	-	5,435.06	-	58,844.14
	Depreciation	-	31,677.12	-	-	-	-	31,677.12
	Repair/Maintenance	-	69,363.38	-	-	-	-	69,363.38
	Security	-	18,679.38	-	-	-	-	18,679.38
	Utilities	-	57,228.14	-	-	-	-	57,228.14
	Property Taxes	-	455.27	-	-	-	-	455.27
		<u>-</u>	<u>230,812.37</u>	<u>-</u>	<u>-</u>	<u>5,435.06</u>	<u>-</u>	<u>236,247.43</u>
	<u>Supplies</u>							
	Supplies	13,112.42	32,203.08	8,781.96	9.26	15,718.62	-	69,825.34
	Computer Supplies	12,459.85	32,256.26	4,008.35	120.01	33,061.27	-	81,905.74
	Computer Software	58,179.24	1,844.67	2,434.84	88.30	3,196.89	-	65,743.94
	Equipment Purchase	-	-	-	-	-	-	-
		<u>83,751.51</u>	<u>66,304.01</u>	<u>15,225.15</u>	<u>217.57</u>	<u>51,976.78</u>	<u>-</u>	<u>217,475.02</u>
	<u>Consultant/Contract</u>							
	Legal Fees	229,891.73	-	7,732.40	-	-	-	237,624.13
	Audit Fees	-	-	-	-	92,000.00	-	92,000.00
	Payroll Service Fees	-	-	-	-	244,504.66	-	244,504.66
	Consultant Services	11,625.00	271,312.58	127,156.96	-	152,161.71	-	562,256.25
	Software Support	-	99,913.60	13,724.22	120.00	58,828.61	-	172,586.43
	Subcontract Labor	17,376.67	15,787.90	-	-	38,376.56	-	71,541.13
		<u>258,893.40</u>	<u>387,014.08</u>	<u>148,613.58</u>	<u>120.00</u>	<u>585,871.54</u>	<u>-</u>	<u>1,380,512.60</u>
	<u>Other Operating Costs</u>							
	Communication	845.38	48,193.87	8,636.01	1,416.36	1,221.39	-	60,313.01
	Postage	5,625.86	172.22	11,021.90	-	78.00	-	16,897.98
	Printing	5,784.82	378.87	7,238.78	-	-	-	13,402.47
	Risk Insurance	-	429,106.54	354.45	-	-	-	429,460.99
	Hiring Costs	1,942.13	391.58	169.75	95.00	741.50	-	3,339.96
	Employee Costs	18,034.71	-	352.74	525.00	352.71	-	19,265.16
	First Aid	-	25.00	-	-	-	-	25.00
	Board Costs	-	-	3,482.74	-	-	-	3,482.74
	Tuition/Registration	-	11,102.09	21,042.18	3,264.00	8,215.26	-	43,623.53
	Tuition - Board	-	-	3,936.00	-	-	-	3,936.00
	Equipment Rent/Lease	2,207.49	12,332.69	6,199.20	-	4,848.91	-	25,588.29
	Equip Repair/Maint	747.79	(210.30)	-	-	-	-	537.49
	Vehicle Repair/Maint	-	3,872.96	98.89	-	-	-	3,971.85
	Procurement Advertising	-	-	-	-	-	-	-
	Outreach	-	-	38,503.29	-	-	-	38,503.29
	Training Expenses	105.29	3,188.66	6,850.00	-	238.00	-	10,381.95
	Meeting Expenses	1,191.87	432.13	2,938.00	22.12	531.42	-	5,115.54
	Membership Dues	(73.25)	-	6,821.86	-	-	-	6,748.61
	Bank Charges	-	-	-	-	8,764.38	-	8,764.38
	Licensing/Misc Fees	126.03	5,691.16	1,639.00	-	6,506.08	-	13,962.27
		<u>36,538.12</u>	<u>514,677.47</u>	<u>119,284.79</u>	<u>5,322.48</u>	<u>31,497.65</u>	<u>-</u>	<u>707,320.51</u>
<b>TOTAL</b>		<u>\$ 1,378,475.99</u>	<u>\$ 2,479,207.12</u>	<u>\$ 1,260,105.44</u>	<u>\$ 114,462.80</u>	<u>\$ 2,155,040.45</u>	<u>\$ -</u>	<u>\$ 7,387,291.80</u>
Prepared Date: 03/30/23		-	-	-	-	-	-	7,387,291.80

COMMUNITY ACTION PARTNERSHIP OF KERN					
INDIRECT FUND - FY 2022/23					
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)					
			Actual Costs	Available	%
		<u>Budget</u>	<u>3/1/22 - 02/28/23</u>	<u>Budget</u>	<u>Expended</u>
<b>HR (999-900)</b>					
Salaries	\$	901,071.00	\$ 816,475.10	\$ 84,595.90	90.6%
Benefits (24.0% Budget Rate)		198,236.00	182,719.10	15,516.90	92.2%
			22.4%		
Total Personnel Costs		1,099,307.00	999,194.20	100,112.80	90.9%
Operating Costs					
<u>Travel</u>					
Local Travel - Staff		1,000.00	98.76	901.24	9.9%
Out of Town Travel		5,000.00	-	5,000.00	0.0%
Per Diem		3,000.00	-	3,000.00	0.0%
Vehicle Gasoline		-	-	0.00	0.0%
		9,000.00	98.76	8,901.24	1.1%
<u>Space Costs</u>					
Repair/Maintenance		-	-	-	0.0%
		-	-	-	Not Budgeted
<u>Supplies</u>					
Supplies		15,000.00	13,112.42	1,887.58	87.4%
Computer Supplies		3,000.00	12,459.85	(9,459.85)	415.3%
Computer Software		40,000.00	58,179.24	(18,179.24)	0.0%
		58,000.00	83,751.51	(25,751.51)	144.4%
<u>Consultant/Contract</u>					
Legal Fees		100,000.00	229,891.73	(129,891.73)	229.9%
Consultant Services		1,000.00	11,625.00	(10,625.00)	1162.5%
Subcontract Labor		2,500.00	17,376.67	(14,876.67)	695.1%
		103,500.00	258,893.40	(155,393.40)	250.1%
<u>Other Operating Costs</u>					
Communication		2,500.00	845.38	1,654.62	33.8%
Postage		500.00	5,625.86	(5,125.86)	1125.2%
Printing		1,500.00	5,784.82	(4,284.82)	385.7%
Hiring Costs		500.00	1,942.13	(1,442.13)	388.4%
Employee Costs		2,500.00	18,034.71	(15,534.71)	721.4%
First Aid		500.00	-	500.00	0.0%
Tuition/Registration		1,000.00	-	1,000.00	0.0%
Equipment Rent/Lease		2,000.00	2,207.49	(207.49)	110.4%
Equip Repair/Maint		500.00	747.79	(247.79)	149.6%
Training Expenses		2,500.00	105.29	2,394.71	4.2%
Meeting Expenses		1,000.00	1,191.87	(191.87)	119.2%
Membership Dues		1,500.00	(73.25)	1,573.25	-4.9%
Licensing/Misc Fees		2,000.00	126.03	1,873.97	6.3%
		18,500.00	36,538.12	(18,038.12)	197.5%
<b>TOTAL</b>	<b>\$</b>	<b>1,288,307.00</b>	<b>\$ 1,378,475.99</b>	<b>\$ (90,168.99)</b>	<b>107.0%</b>
Prepared Date: 03/30/23					

COMMUNITY ACTION PARTNERSHIP OF KERN					
INDIRECT FUND - FY 2022/23					
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)					
<u>Operations (999-901)</u>			Actual Costs	Available	%
		Budget	3/1/22 - 02/28/23	Budget	Expended
Salaries		\$ 1,156,364.00	\$ 1,005,646.37	\$ 150,717.63	87.0%
Benefits (27.9% Budget Rate)		300,655.00	252,323.73	48,331.27	83.9%
			25.1%		
Total Personnel Costs		1,457,019.00	1,257,970.10	199,048.90	86.3%
Operating Costs					
Travel					
Local Travel - Staff		6,000.00	3,062.68	2,937.32	51.0%
Out of Town Travel		10,000.00	11,959.18	(1,959.18)	119.6%
Per Diem		1,500.00	2,023.35	(523.35)	134.9%
Vehicle Gasoline		6,000.00	5,383.88	616.12	89.7%
		23,500.00	22,429.09	1,070.91	95.4%
Space Costs					
Rent		65,600.00	53,409.08	12,190.92	81.4%
Depreciation		31,500.00	31,677.12	(177.12)	100.6%
Repair/Maintenance		55,000.00	69,363.38	(14,363.38)	126.1%
Security		15,000.00	18,679.38	(3,679.38)	124.5%
Utilities		45,000.00	57,228.14	(12,228.14)	127.2%
Property Taxes		500.00	455.27	44.73	91.1%
		212,600.00	230,812.37	(18,212.37)	108.6%
Supplies					
Supplies		30,000.00	32,203.08	(2,203.08)	107.3%
Computer Supplies		22,000.00	32,256.26	(10,256.26)	146.6%
Computer Software		10,000.00	1,844.67	8,155.33	18.4%
		62,000.00	66,304.01	(4,304.01)	106.9%
Equipment					
Equipment		-	-	0.00	Not budgeted
		-	-	0.00	Not budgeted
Consultant/Contract					
Legal Fees		9,500.00	-	9,500.00	0.0%
Consultant Services		100,000.00	271,312.58	(171,312.58)	271.3%
Software Support		100,000.00	99,913.60	86.40	99.9%
Subcontract Labor		10,000.00	15,787.90	(5,787.90)	157.9%
		219,500.00	387,014.08	(167,514.08)	176.3%
Other Operating Costs					
Communication		42,000.00	48,193.87	(6,193.87)	114.7%
Postage		150.00	172.22	(22.22)	114.8%
Printing		75.00	378.87	(303.87)	0.0%
Risk Insurance		220,000.00	429,106.54	(209,106.54)	195.0%
Hiring Costs		200.00	391.58	(191.58)	195.8%
First Aid		150.00	25.00	125.00	16.7%
Tuition/Registration		-	11,102.09	(11,102.09)	Not budgeted
Equipment Rent/Lease		8,500.00	12,332.69	(3,832.69)	145.1%
Equip Repair/Maint		4,000.00	(210.30)	4,210.30	-5.3%
Vehicle Repair/Maint		4,500.00	3,872.96	627.04	86.1%
Procurement Advertising		1,500.00		1,500.00	0.0%
Training Expenses		10,000.00	3,188.66	6,811.34	31.9%
Meeting Expenses		-	432.13	(432.13)	0.0%
Licensing/Misc Fees		7,000.00	5,691.16	1,308.84	81.3%
		298,075.00	514,677.47	(216,602.47)	172.7%
TOTAL		\$ 2,272,694.00	\$ 2,479,207.12	\$ (206,513.12)	109.1%
Prepared Date: 03/30/23					

COMMUNITY ACTION PARTNERSHIP OF KERN				
INDIRECT FUND - FY 2022/23				
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)				
<b>Executive (900-902)</b>		Actual Costs	Available	%
	<u>Budget</u>	<u>3/1/22 - 02/28/23</u>	<u>Budget</u>	<u>Expended</u>
Salaries	\$ 764,652.00	\$ 745,596.43	\$ 19,055.57	97.5%
Benefits (21% Budget Rate)	<u>160,577.00</u>	<u>196,341.04</u>	<u>(35,764.04)</u>	<u>122.3%</u>
		26.3%		
Total Personnel Costs	925,229.00	941,937.47	(16,708.47)	101.8%
Operating Costs				
<u>Travel</u>				
Local Travel - Staff	2,500.00	139.80	2,360.20	5.6%
Local Travel - Board	2,000.00	603.10	1,396.90	30.2%
Out of Town Travel	7,500.00	17,543.65	(10,043.65)	233.9%
Out of Town Travel - Board	5,500.00	10,655.58	(5,155.58)	193.7%
Per Diem	2,200.00	2,606.25	(406.25)	118.5%
Per Diem - Board	2,200.00	1,269.50	930.50	57.7%
Vehicle Gas	1,500.00	2,226.57	(726.57)	148.4%
Vehicle Rental	800.00	-	800.00	0.0%
	<u>24,200.00</u>	<u>35,044.45</u>	<u>(10,844.45)</u>	<u>144.8%</u>
<u>Supplies</u>				
Supplies	15,000.00	8,781.96	6,218.04	58.5%
Computer Supplies	7,000.00	4,008.35	2,991.65	57.3%
Computer Software	9,500.00	2,434.84	7,065.16	25.6%
	<u>31,500.00</u>	<u>15,225.15</u>	<u>16,274.85</u>	<u>48.3%</u>
<u>Equipment</u>				
Equipment	-	-	0.00	0.0%
	-	-	0.00	
<u>Consultant/Contract</u>				
Legal Fees	10,000.00	7,732.40	2,267.60	0.0%
Consultant Services	225,000.00	127,156.96	97,843.04	56.5%
Software Support	6,500.00	13,724.22	(7,224.22)	211.1%
Subcontract Labor	-	-	0.00	0.0%
	<u>241,500.00</u>	<u>148,613.58</u>	<u>92,886.42</u>	<u>61.5%</u>
<u>Other Operating Costs</u>				
Communication	8,000.00	8,636.01	(636.01)	108.0%
Postage	5,000.00	11,021.90	(6,021.90)	220.4%
Printing	17,000.00	7,238.78	9,761.22	0.0%
Risk Insurance	-	354.45	(354.45)	Not Budgeted
Hiring Costs	750.00	169.75	580.25	22.6%
Employee Costs	10,000.00	352.74	9,647.26	3.5%
Board Costs	8,500.00	3,482.74	5,017.26	41.0%
Tuition/Registration	7,500.00	21,042.18	(13,542.18)	280.6%
Tuition - Board	6,500.00	3,936.00	2,564.00	60.6%
Equipment Rent/Lease	3,500.00	6,199.20	(2,699.20)	177.1%
Equipment Repair/Maintenance	450.00	-	450.00	0.0%
Outreach	25,000.00	38,503.29	(13,503.29)	154.0%
Training Expenses	950.00	6,850.00	(5,900.00)	721.1%
Meeting Expenses	3,500.00	2,938.00	562.00	83.9%
Membership Dues	12,500.00	6,821.86	5,678.14	54.6%
Vehicle Repair/Maintenance	-	98.89	(98.89)	Not Budgeted
Licensing/Misc Fees	5,500.00	1,639.00	3,861.00	29.8%
	<u>114,650.00</u>	<u>119,284.79</u>	<u>(4,634.79)</u>	<u>104.0%</u>
<b>TOTAL</b>	<b>\$ 1,337,079.00</b>	<b>\$ 1,260,105.44</b>	<b>\$ (15,912.86)</b>	<b>94.2%</b>
Prepared Date: 03/30/23				

COMMUNITY ACTION PARTNERSHIP OF KERN					
INDIRECT FUND - FY 2022/23					
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)					
<u>Program Administration (999-903)</u>			Actual Costs	Available	%
	Budget		3/1/22 - 02/28/23	Budget	Expended
Salaries	\$ 97,500.00	\$	81,186.46	\$ 16,313.54	83.3%
Benefits (28.0% Budget Rate)	27,300.00		18,764.75	8,535.25	68.7%
			23.1%		
Total Personnel Costs	124,800.00		99,951.21	24,848.79	80.1%
Operating Costs					
Travel					
Local Travel - Staff	1,000.00		946.19	53.81	94.6%
Out of Town Travel	1,200.00		6,841.10	(5,641.10)	570.1%
Per Diem	1,000.00		1,064.25	(64.25)	106.4%
Vehicle Rental	-		-	0.00	0.0%
	3,200.00		8,851.54	(5,651.54)	276.6%
Supplies					
Supplies	1,000.00		9.26	990.74	0.9%
Computer Supplies	-		120.01	(120.01)	Not budgeted
Computer Software	-		88.30	(88.30)	Not budgeted
	1,000.00		217.57	782.43	21.8%
Consultant/Contract					
Consultant Services	-		-	0.00	0.0%
Software Support	-		120.00	(120.00)	Not budgeted
	-		120.00	(120.00)	
Other Operating Costs					
Communication	-		1,416.36	(1,416.36)	Not budgeted
Postage	-		-	0.00	0.0%
Printing	-		-	0.00	0.0%
Hiring Costs	-		95.00	(95.00)	0.0%
Employee Costs	-		525.00	(525.00)	Not budgeted
Tuition/Registration	1,000.00		3,264.00	(2,264.00)	326.4%
Equip Rent/Lease	-		-	0.00	0.0%
Equip Repair/Maintenace	-		-	0.00	0.0%
Outreach	-		-	0.00	0.0%
Training Expenses	-		-	0.00	0.0%
Meeting Expenses	-		22.12	(22.12)	0.0%
Membership Dues	-		-	0.00	0.0%
	1,000.00		5,322.48	(4,322.48)	532.2%
TOTAL	\$ 130,000.00	\$	114,462.80	\$ 15,537.20	88.0%
Prepared Date: 03/30/23					

COMMUNITY ACTION PARTNERSHIP OF KERN					
INDIRECT FUND - FY 2022/23					
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)					
<b>Finance (999-904)</b>		Actual Costs	Available	%	
	<u>Budget</u>	<u>3/1/22 - 02/28/23</u>	<u>Budget</u>	<u>Expended</u>	
Salaries	\$ 1,202,450.00	1,220,279.16	\$ (17,829.16)	101.5%	
Benefits (21% Budget Rate)	240,490.00	256,042.33	(15,552.33)	106.5%	
		21.0%			
Total Personnel Costs	1,442,940.00	1,476,321.49	(33,381.49)	102.3%	
Operating Costs					
<u>Travel</u>					
Local Travel	500.00	200.72	299.28	40.1%	
Out of Town Travel	5,000.00	3,737.21	1,262.79	74.7%	
Per Diem	2,500.00	-	2,500.00	0.0%	
	8,000.00	3,937.93	4,062.07	49.2%	
<u>Space Costs</u>					
Rent/Lease	3,000.00	5,435.06	(2,435.06)	181.2%	
Repair/Maintenance	-	-	0.00	0.0%	
	3,000.00	5,435.06	(2,435.06)	181.2%	
<u>Supplies</u>					
Supplies	25,000.00	15,718.62	9,281.38	62.9%	
Computer Supplies	15,000.00	33,061.27	(18,061.27)	220.4%	
IT Communication Supplies	-	153.40	(153.40)	Not budgeted	
Computer Software	-	3,043.49	(3,043.49)	0.0%	
	40,000.00	51,976.78	(11,976.78)	129.9%	
<u>Equipment</u>					
Equipment	-	-	0.00	0.0%	
	-	-	0.00	0.0%	
<u>Consultant/Contract</u>					
Audit Fees	90,000.00	92,000.00	(2,000.00)	102.2%	
Payroll Service Fees	250,000.00	244,504.66	5,495.34	97.8%	
Consultant/Contract	-	152,161.71	(152,161.71)	0.0%	
Software Support	443,500.00	58,828.61	384,671.39	13.3%	
Subcontract Labor	-	38,376.56	(38,376.56)	Not budgeted	
	783,500.00	585,871.54	236,005.02	74.8%	
<u>Other Operating Costs</u>					
Communication	1,000.00	1,221.39	(221.39)	122.1%	
Postage	150.00	78.00	72.00	52.0%	
Printing	1,500.00	-	1,500.00	0.0%	
Hiring Costs	500.00	741.50	(241.50)	148.3%	
Employee Costs	100.00	352.71	(252.71)	352.7%	
Tuition/Registration	5,000.00	8,215.26	(3,215.26)	164.3%	
Equipment Rent/Lease	2,500.00	4,848.91	(2,348.91)	194.0%	
Equip Repair/Maint	1,000.00	-	1,000.00	0.0%	
Training Expenses	6,000.00	238.00	5,762.00	4.0%	
Meeting Expenses	500.00	531.42	(31.42)	106.3%	
Bank Charges	18,500.00	8,764.38	9,735.62	47.4%	
Licensing/Misc Fees	5,250.00	6,506.08	(1,256.08)	123.9%	
	42,000.00	31,497.65	10,502.35	75.0%	
<b>TOTAL</b>	<b>\$ 2,319,440.00</b>	<b>\$ 2,155,040.45</b>	<b>\$ 202,776.11</b>	<b>92.9%</b>	
Prepared Date: 03/30/23					





DATE	April 20, 2023
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309

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## Audit & Pension Committee Minutes

### 1. Call to Order

Committee Chair Curtis Floyd called the meeting to order at 12:03 pm at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

### 2. Roll Call

Roll call was taken with a quorum present.

Present: Jimmie Childress, Curtis Floyd, Guadalupe Perez, and Jeff Flores

Absent: Yolanda Ochoa

Others present: Gabrielle Alexander, Director of Finance; Freddy Hernandez, Director of Youth & Community Services; isa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Housing & Supportive Services; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; and other CAPK staff; Tom Ming from Pensionmark; and Ken Schlosser from The Standard.

### 3. Public Forum

No one addressed the Committee.

### 4. New Business

- a. Pension Plan Update: 2022 Q3 and Year-End Review – Tracy Webster, Chief Financial Officer and Tom Ming from Pensionmark – **Info Item**

Tom Ming presented an overview of the portfolio returns for Q1 2023.

Tom Ming identified that Pensionmark has three Putnam funds they are currently watching due to underperformance. Curtis Floyd expressed concern regarding the underperformance. Tom Ming responded and said they look at the quarterly performance and are analyzing whether to make a change.

Curtis Floyd asked Tracy Webster and Tom Ming how the CAPK employees choose their 403(b) plan? Tom Ming responded that most default to targeted funds, but the plan is a participant directed plan and added that there are 3 model options for employees to also choose from, which include a risk-based model, targeted fund, or default funds.

Jimmie Childress asked if there is an employee group that provides feedback regarding the plan. Tracy Webster said quarterly reports are provided to each employee. Tom Ming explained that Pensionmark provides monthly webinar presentations, and his team meets with employees twice a year for a more comprehensive explanation of their plan. Employees are also offered one-on-one consultations to help them build their financial plan, and they are offered financial advice along with recommendations. Tracy

Webster and Lisa McGranahan advised the committee that a recent employee survey was conducted and one of the questions included a question to determine if employees understand their retirement benefits and how to access their plan data.

Curtis Floyd asked how many employees ask for advice. Tom Ming said he did not have the data readily available, but he did report that 120 employees are using a service called Smart Map and the 403(b) plan currently has 748 participants.

Tracy Webster added that there are many different touchpoints and options for employee education. Once an employee is hired at CAPK, HR provides an overview of their plan at onboarding and provides them with their login information. HR also sends out regular education emails and there are posters at every site for those who are not computer savvy so there are plenty of opportunities for engagement with the employees.

Curtis Floyd suggested that we reduce the number of fund options for employees, so it is less confusing. Tom Ming said the average is 17 options, CAPK has 25. Tom Ming advised that Pensionmark as the fiduciary has specific responsibilities with respect to choosing appropriate plan options.

Tracy Webster added that because Pensionmark is the fiduciary, they manage the investment process. This limits and mitigates the risk to both the agency and the Board by having Pensionmark in place because the advisor in this role is a safety net for CAPK.

b. The Standard Update - **Info Item**

Ken Schlosser from The Standard provided an overview of the portfolio returns for Q1 2023.

Curtis Floyd asked if our contributions for the first quarter are less than the contributions for last year. Ken Schlosser replied one of the things we saw last year, was some rollovers come into the plan, so that you saw an uptick in the contributions because of that. So not only pretax rollovers but also Roth rollovers as well. It was trending a little bit lower but that could also be partly from inflationary pressures. Ken Schlosser reviewed the report and how investments are categorized by age group and salary band. He further described that terminated employees with balances less than \$5,000 are removed from the plan and placed into an individual account at The Standard to keep administrative fees controlled.

Curtis Floyd asked Ken to find out the national average for people making \$30,000 or less, what amount of savings are in their plan. Ken Schlosser will follow up.

c. LIHEAP Contract #218-5012 Close-Out Letter – **Info Item**

Wilfredo Cruz presented the above info item and said the contract is closed and said CSD does not require us to return any funds.

Jeff Flores asked about the components for LIHEAP. Tracy Webster said this contract provides weatherization and utility assistance.

d. Department of Community Services & Development (CSD) LIHWAP Monitoring Report – **Info Item**

Wilfredo Cruz presented the above info item and reported they fell short of the benchmark goal.

Curtis Floyd asked since we didn't meet the benchmark goal, do we have to send that money back. Wilfredo Cruz said there will not be a penalty.

- e. Department of Community Services & Development (CSD) Comprehensive Inspection Report (CIR) **Info Item**

Wilfredo Cruz presented the above info item and reported that CAPK has passed the inspection and our program is doing the work correctly and efficiently.

- f. First 5 Kern Evaluation Site Report of East Kern Family resource Center – **Info Item**

Freddy Hernandez presented the above info item and reported that CAPK had a site visit from First 5 Kern, and we passed the evaluation.

- g. WIC Single Audit Report Review for Fiscal Year 2021 - **Info Item**

Tracy Webster presented the above info item on Lorna Speight's behalf and reported that WIC completed their audit successfully.

## 5. **Committee Member Comments**

- Jeff Flores said that it was a good first meeting and he appreciates being part of this committee.
- Jimmie Childress reported that the pension report is too complex for the committee and employees. Tracy Webster said the report presented is an abridged version of the full report.

## 6. **Next Scheduled Meeting**

Audit & Pension Committee  
12:00 pm  
Thursday, August 17, 2023  
5005 Business Park North  
Bakersfield, CA 93309

## 7. **Adjournment**

The meeting was adjourned at 1:13 pm.



# Audit & Pension Committee Meeting

## April 20, 2023

### Q1 2023 Investment Review



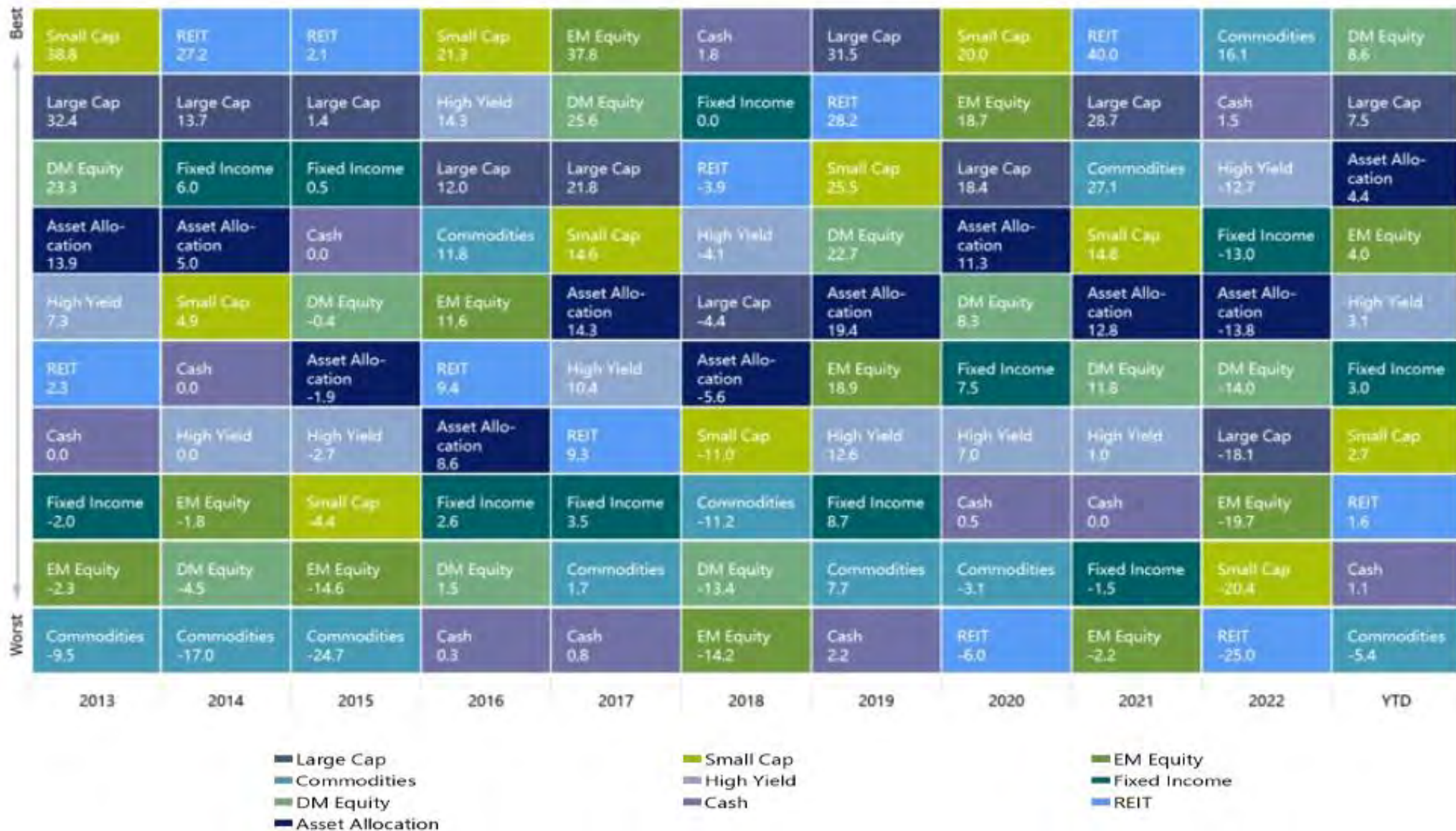
Pensionmark Financial Group, LLC ("Pensionmark") is an investment adviser registered under the Investment Advisers Act of 1940. Financial Advisors at Pensionmark may also be registered representatives of CapFinancial Securities, LLC (member SIPC), which is affiliated with Pensionmark through common ownership.

## Domestic Equity

- The S&P 500 rallied in the fourth quarter, gaining 7.6%. The index ended down 18.1% for the year, it's worst calendar year performance since 2008.
- Markets gained on the back of signs that persistently high inflation may have peaked and the Federal Reserve's decision to slow interest rate hikes.
- Large Cap (Russell 1000) outperformed Small Cap (Russell 2000).
- Value (Russell 1000 Value) outperformed Growth (Russell 1000 Growth).
- Energy, Industrials, and Basic Materials were the best performing sectors during the quarter. Technology, Communication Services, and Consumer Discretionary were the worst performing sectors.
- The worst performing sector, Consumer Discretionary, was led lower by steep declines in stocks like Tesla and Amazon.

# The Importance of Diversification

## THE IMPORTANCE OF DIVERSIFICATION





## EXECUTIVE SUMMARY



## Investment Scoring Summary

Passing	Watch	Review	Not Scored	Total
21	3	0	1	25

## Investment Additions

Investment Name	Status	Morningstar Rating
No current investment additions		

## Investments on Watch

Investment Name	# of Participants	Plan Assets	% of total plan	Status	Quarters Falling Criteria	Morningstar Rating
<b>Allocation--30% to 50% Equity</b>						
Putnam Dynamic Asset Allocation Cnsvr Y	10	\$56,989.52	0.73%	Watch	5	+++
<b>Allocation--50% to 70% Equity</b>						
Putnam Dynamic Asset Allocation Bal Y	26	\$91,840.61	1.18%	Watch	3	+++
<b>Allocation--70% to 85% Equity</b>						
Putnam Dynamic Asset Allocation Gr Y	9	\$214,642.27	2.76%	Watch	1	++++

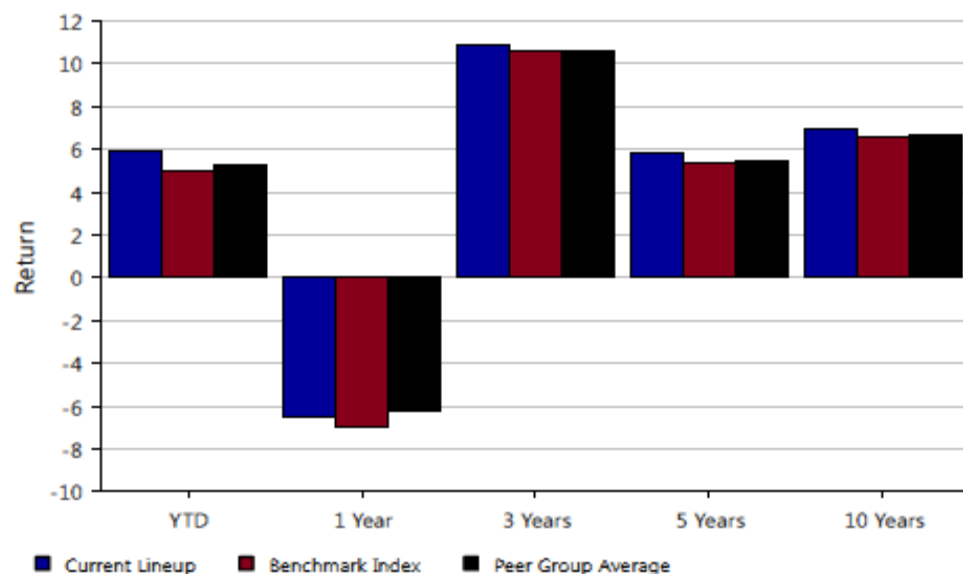
## Investments Targeted for Review

Investment Name	Status	Morningstar Rating
No investments are currently targeted for review		

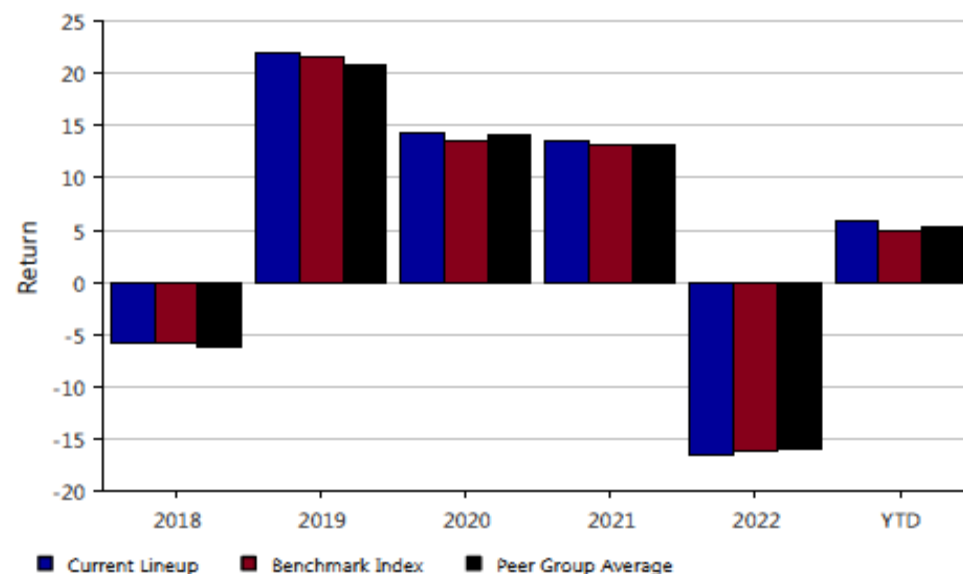
## PORTFOLIO | RETURNS



### Annualized Returns



### Calendar Year Returns



### Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	5.88	-6.48	10.90	5.86	6.91	0.15
Benchmark Index	5.01	-6.98	10.60	5.38	6.61	NA
Peer Group Average	5.23	-6.22	10.60	5.42	6.64	0.72

### Calendar Year Returns

	2018	2019	2020	2021	2022	YTD	Net Exp.Ratio
Current Lineup	-5.69	22.03	14.25	13.44	-16.46	5.88	0.15
Benchmark Index	-5.88	21.47	13.51	13.07	-16.16	5.01	NA
Peer Group Average	-6.08	20.86	14.14	13.07	-15.89	5.23	0.72

The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

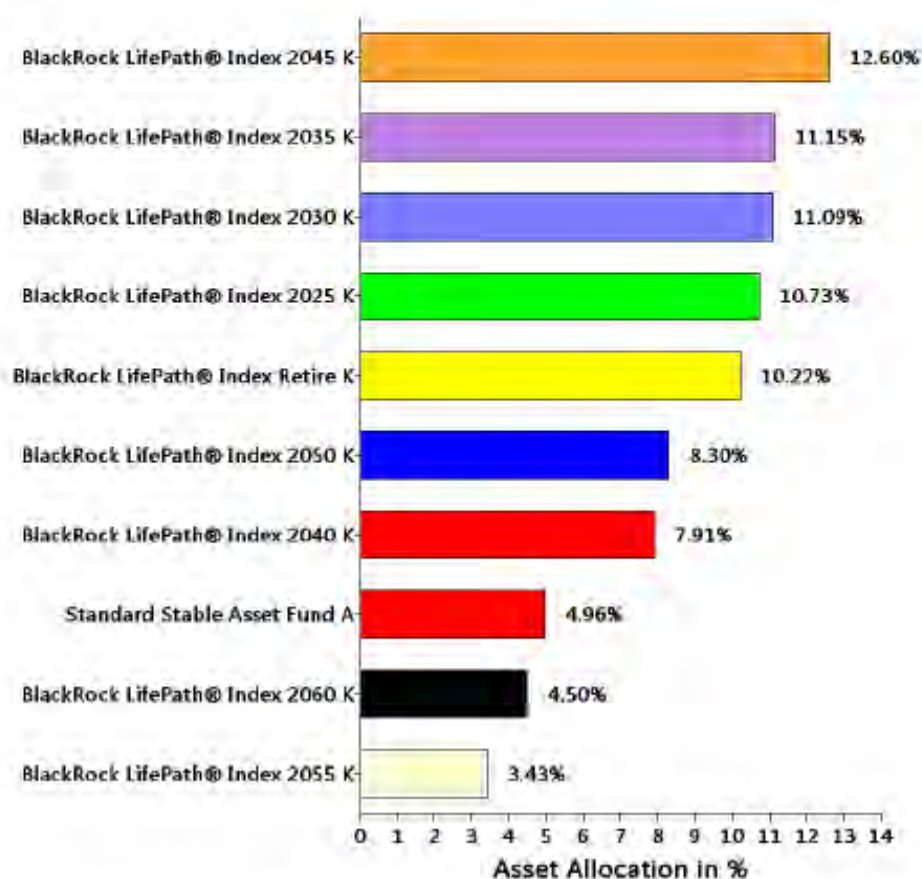
The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.



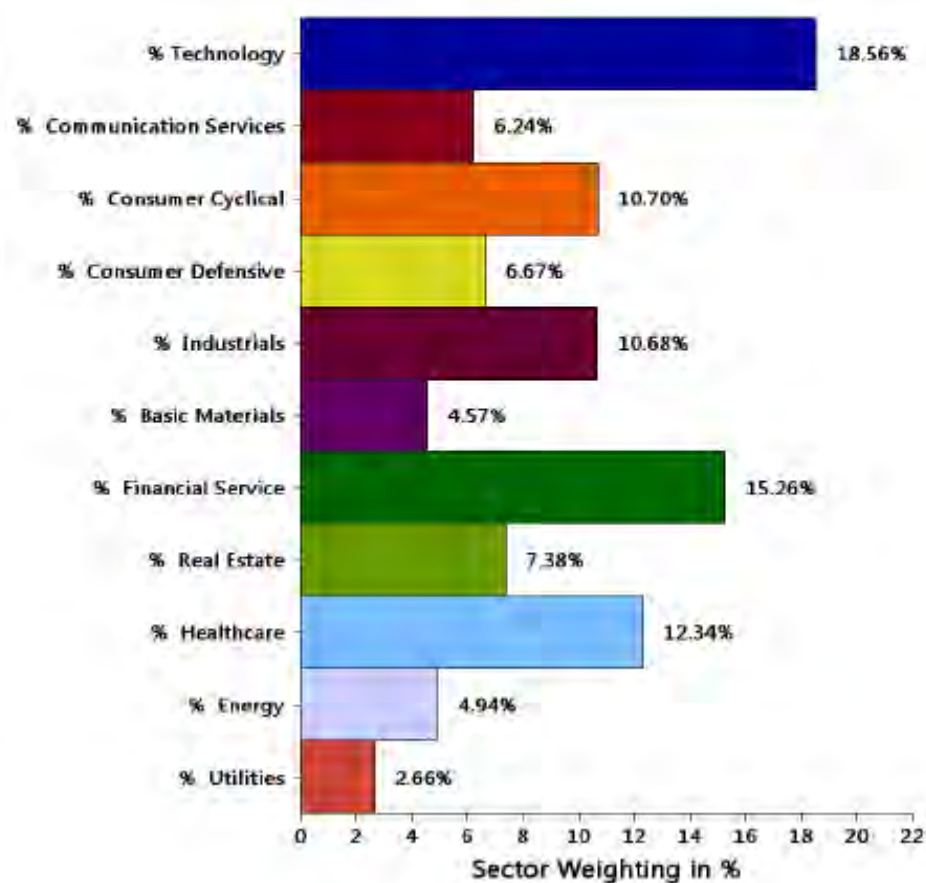
## PORTFOLIO | HOLDINGS &amp; SECTOR ALLOCATION



Top 10 Holdings



Sector Allocation



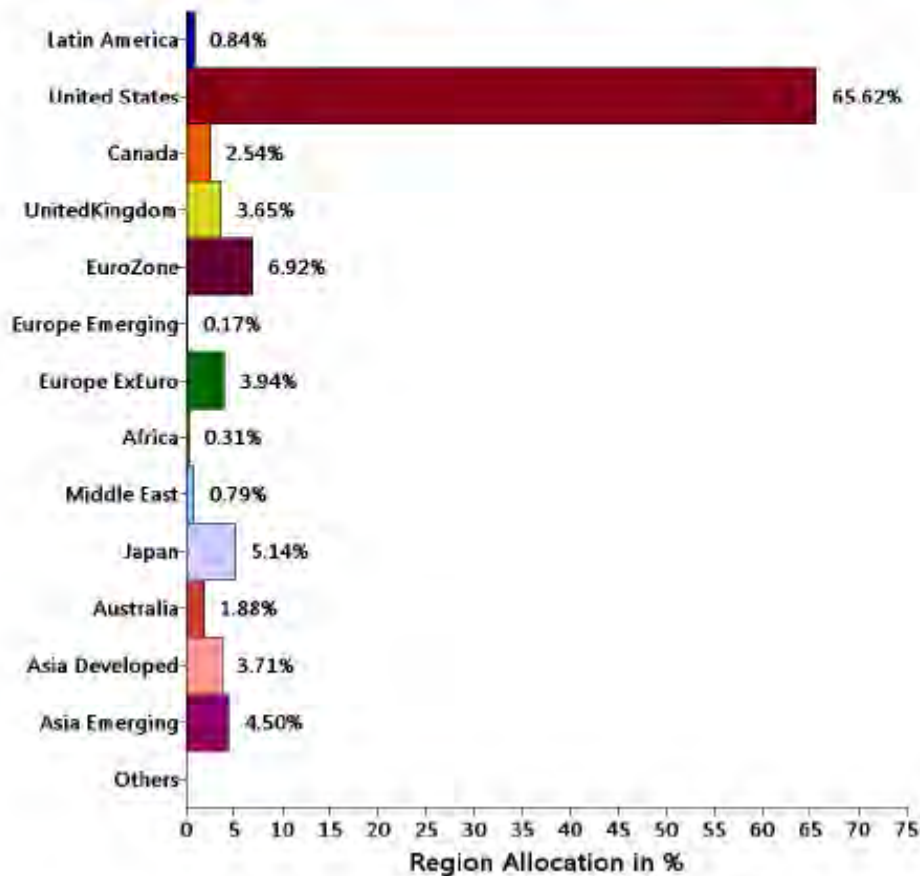
For source information, please see the "Important Disclosures" section of this report.

# CAPK

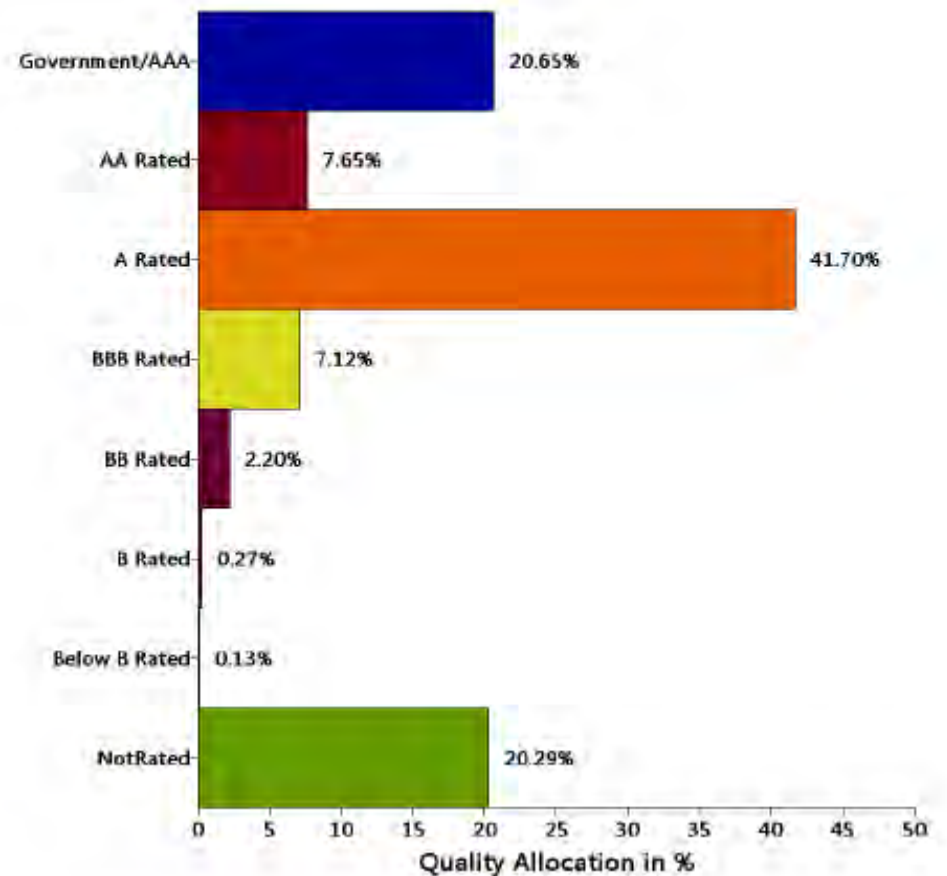
## PORTFOLIO | REGION & QUALITY ALLOCATION



Region Allocation



Quality Allocation



For source information, please see the "Important Disclosures" section of this report

# Investment Review- 100 Point Scoring

## INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING



Investment Name	Current Status	# of Participants	Assets	% of Plan	04/21	03/21	02/21	Q1/21	04/20	Q3/20	02/20
<b>Intermediate Core Bond</b>											
Vanguard Total Bond Market Index Adm - VBTIX	100	39	\$93,995.65	1.21%	100	100	100	100	93	90	93
<b>Allocation--30% to 50% Equity</b>											
Putnam Dynamic Asset Allocation Cnstr Y - PACIX	62	10	\$56,989.52	0.72%	60	64	65	70	66	74	76
<b>Allocation--50% to 70% Equity</b>											
Putnam Dynamic Asset Allocation Bal Y - PABIX	66	26	\$91,840.61	1.18%	65	70	68	71	73	74	73
<b>Allocation--70% to 85% Equity</b>											
Putnam Dynamic Asset Allocation Gr Y - PAGIX	61	9	\$214,642.27	2.76%	75	77	78	82	80	77	79
<b>Target-Date Retirement</b>											
BlackRock LifePath® Index Retire K - LIRKX	76	36	\$794,552.56	10.22%	63	68	66	81	80	80	80
<b>Target-Date 2025</b>											
BlackRock LifePath® Index 2025 K - LIBKX	68	70	\$834,039.60	10.72%	70	73	77	68	76	78	87
<b>Target-Date 2030</b>											
BlackRock LifePath® Index 2030 K - LINKX	74	96	\$662,276.40	11.09%	70	77	80	81	78	77	77
<b>Target-Date 2035</b>											
BlackRock LifePath® Index 2035 K - LUKX	78	86	\$666,551.26	11.15%	76	87	86	80	84	78	76
<b>Target-Date 2040</b>											
BlackRock LifePath® Index 2040 K - LKKX	63	72	\$614,807.99	7.91%	70	68	60	67	62	62	68
<b>Target-Date 2045</b>											
BlackRock LifePath® Index 2045 K - LIKX	68	113	\$979,676.83	12.60%	65	69	68	69	67	69	67
<b>Target-Date 2050</b>											
BlackRock LifePath® Index 2050 K - LIPKX	66	108	\$645,496.92	8.30%	67	69	67	60	67	69	68





# Community Action Partnership of Kern 403(b) Plan

## Plan Review



As of Mar 31, 2023

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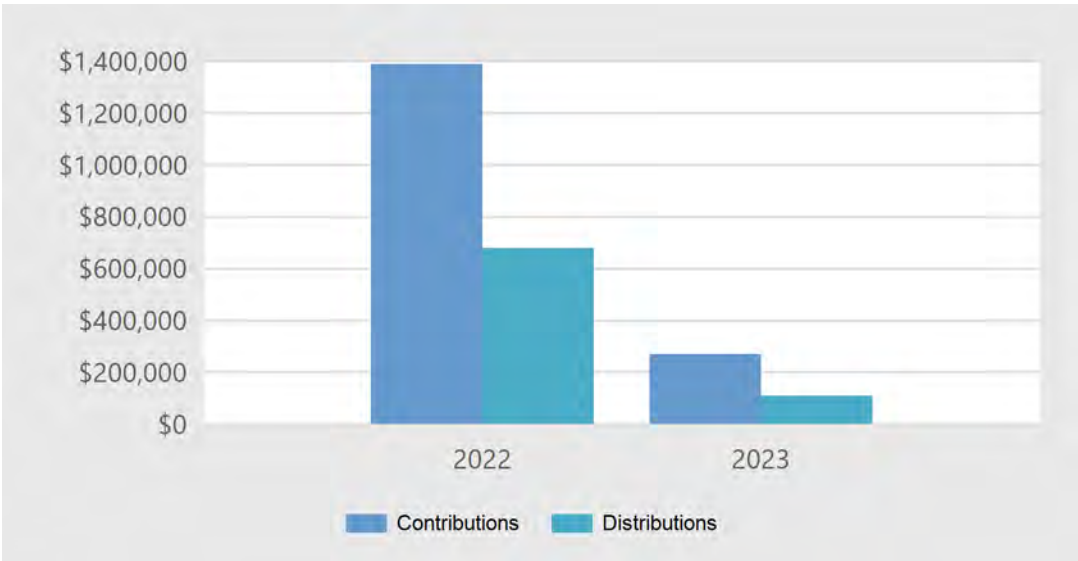
Plan Flow	3
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# Plan Flow

Plan flow information shows the key factors that can influence your plan's assets, such as contributions, distributions and the market performance.

What has the greatest effect on your plan's assets?

	Contributions	Distributions	Market Impact	Ending Balance*
2022	\$1,388,492	\$677,426	-\$1,267,030	\$7,226,211
2023	\$269,840	\$110,508	\$399,461	\$7,773,515



\*Includes any plan loan balances

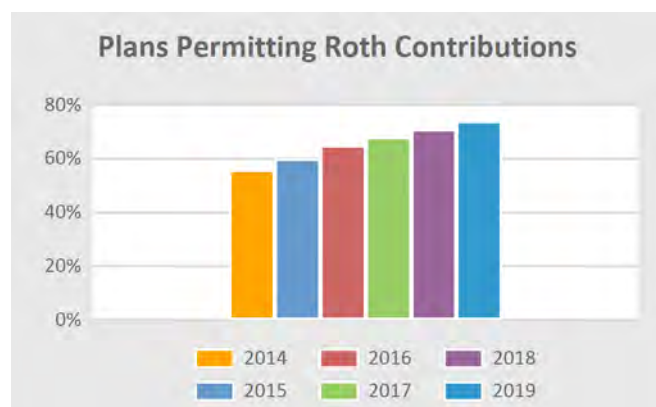
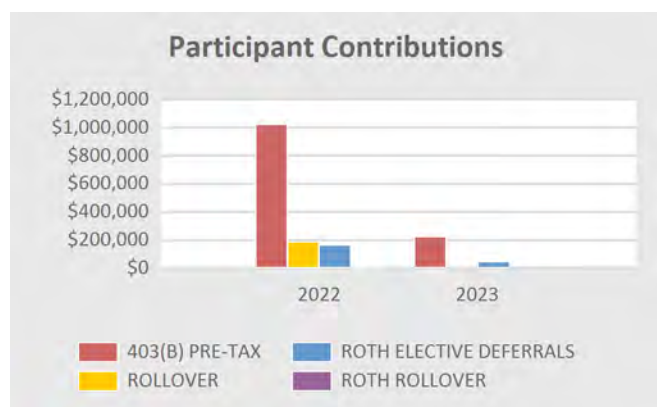
# Contributions and Distributions

This section can help you understand the flow of assets within your plan, both incoming and outgoing.

**Have there been significant changes year over year? Are there steps that can be taken to improve plan flow?**

## Plan Contribution Detail

	2022	2023
<b>403(B) PRE-TAX</b>	\$1,023,619	\$224,097
<b>ROLLOVER</b>	\$188,572	\$0
<b>ROTH ELECTIVE DEFERRALS</b>	\$167,841	\$45,743
<b>ROTH ROLLOVER</b>	\$8,460	\$0



## Plan Distribution Detail

	2022		2023	
<b>LUMP SUM</b>	\$174,778	86	\$19,285	6
<b>ROLLOVER</b>	\$319,969	15	\$76,039	6
<b>IN-SERVICE</b>	\$38,726	19	\$11,985	4
<b>FORCE OUT</b>	\$95,007	42	\$0	0
<b>OTHER</b>	\$48,945	12	\$3,200	1

# Participation

Participation is a key indicator of your plan's overall health. By evaluating your plan against the national average, you can quickly see how your plan compares and if any plan design changes may further increase engagement. *Please note terminated participants are excluded from the data below.*

**What steps can be taken to increase participation and encourage replacement of 70 to 80 percent of pre-retirement income?**

## Plan Contribution Detail

	2022	2023
Participation rate	62%	58%
National average*	85%	N/A
National average by number of employees*	86%	N/A

## Participation by Age Range\*\*

Range	≤ 30	31 to 40	41 to 50	51 to 60	61+
# Contributing	111	150	118	124	65
# Eligible	194	232	207	184	96
% Contributing	57%	65%	57%	67%	68%

## Participation by Salary Range\*\*

Range	< \$30k	\$30 - \$50k	\$50 - \$75k	\$75 - \$100k	\$100 - \$125k	\$125k +
# Contributing	118	298	120	20	4	8
# Eligible	247	458	168	27	5	8
% Contributing	48%	65%	71%	74%	80%	100%

\*From Vanguard's *How America Saves 2022* survey

\*\*As of last day of prior plan year



# Participant Contributions

The amount your participants save has a greater effect on retirement readiness than the investments they select.

This section can help you better understand how your employees are contributing to this important benefit by salary and age.

**Does this information show a need for targeted education?**

	2022	Benchmark*	2023
Average savings rate	3.83%	7.30%	4.02%
Average amount contributed	\$1,305	N/A	\$289
# Contributing***	568	N/A	537
# of Eligible***	913	N/A	933

Average Savings Rate by Age**	≤ 30	31 - 40	41 - 50	51 - 60	61+
Plan	3.29%	10.29%	3.75%	4.50%	5.24%

Average Savings Rate by Salary**	< \$30k	\$30 - \$50k	\$50 - \$75k	\$75 - \$100k	\$100 - \$125k	\$125k+
Plan	9.67%	3.49%	4.62%	6.93%	10.19%	7.50%

\*From Vanguard's *How America Saves 2022* survey

\*\*As of last day of prior plan year

\*\*\*Terminated participants are excluded

# Average Account Balance

How confident are you that your workforce is ready to retire? Participants may need to replace more than 80 percent of their income in retirement. This information allows you to analyze the year-over-year growth in your plan as compared to national averages.

**What steps can be taken to increase the health of the plan, such as targeted educational campaigns, online tools or other resources?**

	2022	2023
Average account balance	\$9,713	\$10,175
Median account balance	\$3,429	\$3,475
National average*	\$141,542	N/A

## Average Account Balance by Age\*\*

Range	≤ 30	31 - 40	41 - 50	51 - 60	61+
Average account balance	\$2,403	\$5,499	\$9,964	\$13,947	\$21,630
% Contributing	57%	65%	57%	67%	68%

## Average Account Balance by Salary\*\*

Range	< \$30k	\$30 - \$50k	\$50 - \$75k	\$75 - \$100k	\$100 - \$125k	\$125k +
Average account balance	\$1,143	\$6,101	\$15,209	\$24,033	\$30,888	\$91,776
% Contributing	48%	65%	71%	74%	80%	100%

\*From Vanguard's *How America Saves 2022* survey

\*\*As of last day of prior plan year

# Guided Portfolios

Pre-mixed portfolios make it easier for employees to diversify their investments. A portfolio is recommended after an employee takes a quiz considering risk tolerance and time horizon.

The Automatic Rebalancer option can help ensure employees maintain their current investment allocation and risk tolerance.

This information outlines how many participants have chosen the Guided Portfolios over another investment mix as well as those leveraging the Automatic Rebalancer.

**Do your employees find these tools a valuable resource for helping them manage their accounts?**

	Average Beginning Balance*	Average Ending Balance*	Percentage Change
Portfolio investors	\$19,803	\$21,716	9.66%
Independent investors	\$16,489	\$17,136	3.92%
Target Date investors**	\$6,890	\$7,616	10.53%

## 764 Participants with a Balance

	Number of Participants	% of Participants	# Using Rebalancer	% Using Rebalancer
Portfolio investors	7	1%	2	29%
Independent investors	195	26%	2	1%
Target Date investors**	562	74%	N/A	N/A

Portfolio	Market Value	% of Plan Assets	# of Participants
Conservative	\$24,610	0.32%	2
Moderately Conservative	\$1,541	0.02%	1
Moderately Aggressive	\$59,718	0.77%	3
Aggressive	\$66,143	0.85%	1
<b>Total</b>	<b>\$152,012</b>	<b>1.96%</b>	<b>7</b>

\*Beginning balances as of 01/01/2023, ending 03/31/2023

\*\*Represents participants who are 100% invested in a single target date fund.



# Participation by Fund

Below is a breakout of the funds within your plan and the number of participants invested in them.

Are there ways to make your fund lineup more effective? For example, what does the fund use look like compared to the number of funds offered?

	In Portfolio	# of Participants in Fund	Balance	Percentage of Assets
Standard Stable Asset A	X	52	\$385,393	5%
Vanguard Tot Bd Mkt Idx Adm	X	39	\$93,996	1%
Putnam Dynamic AA Growth Y		9	\$214,642	3%
Putnam Dynamic AA Conserv Y		10	\$56,990	1%
BlackRock LifePth Idx Ret K		38	\$794,553	10%
BlackRock LifePth Idx 2025 K		71	\$834,040	11%
BlackRock LifePth Idx 2030 K		96	\$862,276	11%
BlackRock LifePth Idx 2035 K		86	\$866,551	11%
BlackRock LifePth Idx 2040 K		72	\$614,808	8%
BlackRock LifePth Idx 2045 K		113	\$979,677	13%
BlackRock LifePth Idx 2050 K		106	\$645,497	8%
BlackRock LifePth Idx 2055 K		86	\$266,338	3%
BlackRock LifePth Idx 2060 K		128	\$349,664	4%
Putnam Dynamic AA Balanced Y		26	\$91,841	1%
MFS Value R6	X	23	\$88,292	1%
iShares S&P 500 Index K	X	28	\$89,565	1%
TIAA-CREF Inst Lg Cp Gr Inst	X	44	\$208,095	3%
Allspring SpecI MdCp Val Ins	X	11	\$4,798	0%
Vanguard Mid Cap Index Adm		7	\$57,894	1%
MassMutual Mid Cap Growth I	X	39	\$101,761	1%
DFA US Targeted Value I	X	36	\$30,154	0%
Vanguard Explorer Adm		24	\$58,968	1%
Hartford Intl Opportun R6	X	8	\$14,735	0%
American Funds New World R6		30	\$53,865	1%
Principal Real Estate Sec I		3	\$9,122	0%

# Terminated Participants

When employment ends for a retirement plan participant, you continue to be a fiduciary to the participant's retirement plan assets and held to compliance as long as these assets remain in the plan. Ongoing administrative tasks, such as tracking former employees to deliver required notices, can prove difficult and you may be paying ongoing plan expenses. **Figures below represent terminated participants still in the plan.**

**What can The Standard do to ease the administrative burden?**

Year of Termination	< \$1000	\$1000 - \$5000	>\$5000
2023	11	6	9
2022	20	16	14
2021	4	2	10
2020	1	0	5
< 2020	10	6	24
Total	46	30	62

## Our Sweep Process Reduces Your Burden

Our sweep process helps move terminated participants out of the retirement plan when their balance is below a designated amount, either \$1,000 or \$5,000. This process is run semi-annually and is designed to help reduce your burden by minimizing the number of potential lost participants and notices to be mailed. In addition, this process may help reduce any asset or per-participant expenses.

### Forfeiture Balance

### Forfeiture Handling

Your forfeiture balance is: \$0.00

N/A

# Web Usage

When participants access their accounts online, not only do they save time, but they also have the chance to engage in their account by making changes or evaluating current investment selections.

**Are your participants aware of the suite of online tools and resources available to them?**

Participants Defaulted to Electronic Statements*	Number of Participants Registered Online	Total Number of Plan Participants	% of Participants that have Registered Online	% of Participants that have Multi-Factor Authentication
1068	560	1,071	52%	52%

## Online Transfer and Rebalance Activity

	2022	2023
Directives updated online	1	4
Rebalance requests initiated online	6	2

	Number Requested Online	Total Number Requested	% Requested Online
Distribution activity	16	16	100%
Loan activity	0	0	0%

These figures include participants that have terminated employment but continue to have a balance invested in the plan.

\*Paper statements will be sent if no participant email address is on file.

# Leveraging Plan Services

A plan's services can affect your fiduciary protection as well as help participants save for their retirement income. Below are your currently selected services along with other options to consider.

**Are there other available services that can help reduce your fiduciary risk, administrative burden and support participant retirement readiness?**

Service	Used in Plan	Description
<b>ERISA 3(21) Investment Advisory Fiduciary</b>	No	Plan level investment fiduciary services.
<b>ERISA 3(38) Investment Management Fiduciary</b>	No	Investment management fiduciary services with discretionary transactional authority over investments.
<b>Auto Enrollment</b>	Yes	Form of enrollment that makes opting out an affirmative election.
<b>Qualified Default Investment Alternative</b>	Yes	Default investment election for any participants that do not actively select investments. Reduces plan sponsor liability.
<b>Mainspring Managed</b>	No	Participant managed service that provides an investment and savings recommendation based on a gap analysis.
<b>MAP</b>	Yes	The Standard can approve loans and distributions on behalf of the plan sponsor.
<b>GOLD</b>	Yes	Online loans and distribution processing.
<b>Portfolios</b>	Yes	Participants can choose from predetermined portfolio options based on a simple quiz.
<b>Online Enrollment</b>	Yes	Provides participants the opportunity to enroll from anywhere they are able to connect online.
<b>Participant Notices</b>	Yes	The Standard distributes certain required notices to participants.
<b>Customer Protection Program</b>	Yes	This program can help protect participants in the event of unauthorized access.

## ERISA 3(16) Services

Service	Used in Plan	Description
<b>Compliance Testing</b>	Yes	When providing full service administration the Standard can act as a fiduciary for certain key plan administration responsibilities when performing compliance testing.
<b>Manager of the Approval Process</b>	Yes	The Standard takes on a fiduciary role with the approval of loans, distributions and withdrawals.
<b>Participant Notices</b>	Yes	The Standard takes on a fiduciary role by distributing certain required notices to participants.
<b>Enrollment Alerts</b>	No	The Standard takes on a fiduciary role in determining initial participant plan eligibility and notifying them accordingly.

# Executive Summary

This page provides a high-level summary. More information is available inside the full Plan Review.

Plan Flow	2022	2023
Ending balance	\$7,226,211	\$7,773,515
Total Plan Contributions	\$1,388,492	\$269,840
Deferrals	\$1,191,460	\$269,840
Employer	\$0	\$0
Rollover	\$197,032	\$0
Market impact	-\$1,267,030	\$399,461
Distribution \$	\$677,426	\$110,508
Distribution #	194	17

Participant Information	2022	2023
Contributing participants	568	537
Eligible participants	913	933
Participants w/ balance	744	764



# Executive Summary

This page provides a high-level summary. More information is available inside the full Plan Review.

Participant Utilization	2022	2023
Participation rate*	62%	58%
Savings rate*	4%	4%
Average account balance	\$9,712.65	\$10,174.76
Median account balance	\$3,428.81	\$3,475.32
Average deferral	\$1,304.99	\$289.22

Web Utilization	2022	2023
% Registered	52%	52%
% of Participants that have Multi-Factor Authentication	52%	52%
Directives updated online	1	4
Rebalance requests initiated online	6	2
Distributions initiated online	75	16
Loans initiated online	0	0

\*Terminated participants are excluded



State of California-Health and Human Services Agency  
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**  
 2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833  
 Telephone: (916) 576-7109 | Fax: (916) 263-1406  
[www.csd.ca.gov](http://www.csd.ca.gov)



February 21, 2023

Mr. Jeremy Tobias, Executive Director  
 Community Action Partnership of Kern  
 5005 Business Park North  
 Bakersfield, CA 93309

Dear Mr. Tobias:

The Department of Community Services and Development's (CSD) Energy Field Operations Unit, in conjunction with CSD's Financial Services Unit, has received and processed a Close-Out Report for Community Action Partnership of Kern's (CAPK) 2021 Low-Income Home Energy Assistance Program (LIHEAP) Contract 21B-5012. This letter serves as CAPK's 2021 LIHEAP Final Close-Out Letter.

CSD's Energy Services Field Operations Unit has assessed CAPK's contract performance against CAPK's projections. Thus, according to the final Expenditure Activity Reporting System's (EARS) report, CAPK has met its goals; below is a breakdown of CAPK's overall performance with respect to the 2021 LIHEAP Contract:

<u>Contract Component</u>	<u>Amount Budgeted</u>	<u>Actual Expenditures</u>	<u>Projected Dwellings /Clients Served</u>	<u>Actual Dwellings/ Clients Served</u>
<b>Weatherization</b>	\$ 2,445,430.00	\$ 2,445,430.00	200	199
<b>EHA 16</b>	\$ 2,339,910.00	\$ 2,339,910.00		
<b>EHCS</b>		\$ 487,442.11	50	74
<b>ECIP/HEAP</b>		\$ 75,828.00	140	126
<b>WPO</b>				
<b>SWEATS</b>		\$ 1,409.57	N/A	13
<b>HEAP Gas and Electric</b>	\$ 788,996.00	\$ 787,641.59	7,000	1,810
<b>ECIP Fast Track</b>	\$ 3,749,419.00	\$ 3,748,467.69		4,356
<b>Total Contract Allocation: \$ 9,323,755.00</b>				
<b>Total Contract Expended: \$ 9,321,449.28</b>				

Per Close-Out Requirements, the Energy Services Field Operations Unit has reviewed and evaluated CAPK's response to the aforementioned Expenditure and Production

analysis. Based on CAPK's response, your agency stated the following: 1) CAPK met or exceeded its goals in WX, EHA, and UA, 2) learned new ways to find and hire qualified staff and subcontractors, establish monthly goals, and improve outreach and marketing, and 3) will review budgets due to changes in labor and materials, create a paperless system for UA and WX teams, and more effectively review data throughout the progress of the contracts. The Field Operations Unit will follow up on your Agency's plan of action during future monitoring.

In addition, CSD has reconciled CAPK's 'Major Vehicle and Equipment Purchases' against the Agency's CSD 558 pre-approval requests, final EARS Reports, and the submitted CSD 733G 'Inventory and Equipment Schedule'; hence, for the 2021 LIHEAP Contract, CSD has identified and tracked the following 'Major Vehicle and Equipment Purchases':

- *Office Cubicles purchased for \$5,145.21 (20% of total cost: \$25,726.04)*
- *Insulation Machine purchased for \$1,278.43 (5% of total cost: \$25,568.65)*

With respect to interest, revenue, and outstanding Working Capital Advances for the 2021 Program Year, CAPK reported the following: interest income earned of \$103.00 between 10/1/2020 and 9/30/2021 and \$417.00 between 10/1/2021 and 9/30/2022 for a total of \$520.00 which was expended during the program year. Since these amounts do not exceed \$500.00 per year, no funds need to be returned to the Department of Health and Human Services.

It was discovered that CAPK reported interest income during the 2020 Program Year (\$375.00 between 10/1/2019 and 9/30/2020 and \$471.00 between 10/1/2020 and 9/30/2021 for a total of \$846.00) which was not expended but carried forward to the subsequent Program Year. The close-out letter for 20B-2012 failed to request the required expenditure plan. As a result, your CSD Energy Field Representative will follow-up on your agency's expenditure and performance plan with respect to the unspent funds.

Based on the analysis of CAPK's expenditure under this contract, your agency did not fully expend all funds under this contract; however, no funds are owed to CSD.

The Energy Field Operations Unit considers this contract closed; however, this contract is subject to a final review by CSD's Audit Services Unit. If you have any questions regarding the programmatic or performance references made throughout this report, please contact me at (916) 407-0525 or via e-mail at [Darrell.McCormick@csd.ca.gov](mailto:Darrell.McCormick@csd.ca.gov).

Thank you for your dedication and commitment to serve low-income individuals and families in your community. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to improve the lives of those living in poverty and ultimately reduce poverty in California.

Mr. Jeremy Tobias, Executive Director  
February 21, 2023  
Page | 3

Sincerely,

*Darrell McCormick*

DARRELL MCCORMICK  
Field Representative

Enclosure: 2021 LIHEAP Closeout Worksheet

State of California  
Department of Community Services and Development  
2021 LIHEAP Closeout Worksheet (as of 3/28/22)

Agency: Community Action Partnership of Kern

Contract Number: 21B-5012

Line Items	Max/Budgeted	Expenditures	Allowable	Paid	Owed
<b>Weatherization (WX) Program Costs</b>					
Intake	\$195,634.00	\$93,778.55	\$93,778.55		
Outreach	\$122,272.00	\$122,272.00	\$122,272.00		
Training & Technical Assistance	\$122,272.00	\$32,979.68	\$32,979.68		
T&TA Out of State Travel		\$0.00			
<b>WX Program Costs Subtotal</b>	<b>\$440,178.00</b>	<b>\$249,030.23</b>	<b>\$249,030.23</b>		
Major Vehicle & Field Equipment		\$0.00	\$0.00		
Minor Vehicle & Field Equipment		\$0.00	\$0.00		
Liability Insurance		\$8,652.67	\$8,652.67		
General Operating Costs		\$340,633.54	\$340,633.54		
WX Program Activities		\$767,344.44	\$767,344.44		
Other Program Costs		\$1,079,769.12	\$1,079,769.12		
<b>WX Program Activities &amp; Costs Subtotal</b>	<b>\$2,005,252.00</b>	<b>\$2,196,399.77</b>	<b>\$2,196,399.77</b>		
<b>Total Weatherization Program Costs</b>	<b>\$2,445,430.00</b>	<b>\$2,445,430.00</b>	<b>\$2,445,430.00</b>	<b>\$2,445,430.00</b>	<b>\$0.00</b>
<b>Assurance 16 Costs</b>	<b>\$492,140.00</b>	<b>\$278,091.61</b>	<b>\$278,091.61</b>	<b>\$278,091.61</b>	<b>\$0.00</b>
<b>Administrative Costs</b>					
Administrative Costs		\$390,516.75			
Administrative Equipment		\$0.00			
Out of State Travel		\$0.00			
<b>Administrative Costs Subtotal</b>	<b>\$492,140.00</b>	<b>\$390,516.75</b>	<b>\$390,516.75</b>	<b>\$390,516.75</b>	<b>\$0.00</b>
<b>ECIP/HEAP Program Costs</b>					
Intake	\$471,524.00	\$437,536.47	\$437,536.47		
Outreach	\$294,702.00	\$280,201.89	\$280,201.89		
Training & Technical Assistance	\$117,881.00	\$12,423.43	\$12,423.43		
T&TA Out of State Travel		\$0.00			
<b>ECIP/HEAP Program Costs Subtotal</b>	<b>\$884,107.00</b>	<b>\$730,161.79</b>	<b>\$730,161.79</b>	<b>\$730,161.79</b>	<b>\$0.00</b>
<b>Program Services Costs</b>					
Major Vehicle & Equipment		\$0.00	\$0.00		
Minor Vehicle & Equipment		\$0.00	\$0.00		
Liability Insurance		\$660.85	\$660.85		
General Operating Costs		\$169,998.17	\$169,998.17		
Automation Costs		\$0.00	\$0.00		
ECIP EHCS		\$487,442.11	\$487,442.11		
ECIP/HEAP WPO		\$75,158.00	\$75,158.00		
Other Program Costs		\$206,471.15	\$206,471.15		
SWEATS		\$1,409.57	\$1,409.57		
<b>Program Services Costs Subtotal</b>	<b>\$471,523.00</b>	<b>\$941,139.85</b>	<b>\$941,139.85</b>	<b>\$941,139.85</b>	<b>\$0.00</b>
<b>Total ECIP/HEAP/A16 Costs</b>	<b>\$2,339,910.00</b>	<b>\$2,339,910.00</b>	<b>\$2,339,910.00</b>	<b>\$2,339,910.00</b>	<b>\$0.00</b>
<b>Utility Assistance Program Costs</b>					
ECIP Fast Track	\$3,749,932.00	\$3,748,467.69			
HEAP Gas & Electric	\$788,483.00	\$787,641.59			
<b>Total Utility Assistance Costs</b>	<b>\$4,538,415.00</b>	<b>\$4,536,109.28</b>	<b>\$4,536,109.28</b>	<b>\$4,536,109.28</b>	<b>\$0.00</b>
<b>TOTAL ADMIN COSTS</b>	<b>\$492,140.00</b>	<b>\$390,516.75</b>	<b>\$390,516.75</b>		
<b>TOTAL PROGRAM COSTS</b>	<b>\$8,831,615.00</b>	<b>\$8,930,932.53</b>	<b>\$8,930,932.53</b>		
<b>CONTRACT TOTAL</b>	<b>\$9,323,755.00</b>	<b>\$9,321,449.28</b>	<b>\$9,321,449.28</b>	<b>\$9,321,449.28</b>	<b>\$0.00</b>

Darrell McCormick  
Completed by

2/13/23  
Date

<b>2021 LIHEAP Closeout Worksheet (as of 3/28/22)</b>						
<b>Community Action Partnership of Kern</b>						
<b>21B-5012</b>						
	<b>WX/ECIP/HEAP Program Dollars</b>			<b>Assurance 16</b>		
	Max/Budgeted	Allowed	% Expended	Max/Budgeted	Expended	Allowed
<i>WX</i>	2,445,430.00	2,445,430.00		492,140.00	278,091.61	278,091.61
<i>Intake</i>	471,524.00	437,536.47				
<i>Outreach</i>	294,702.00	280,201.89				
<i>Training</i>	117,881.00	12,423.43				
<i>ECIP/HEAP</i>	5,009,938.00	5,477,249.13				
	8,339,475.00	8,652,840.92	100.00000000%	492,140.00	278,091.61	278,091.61
	<b>WX/ECIP/HEAP/A16 Program Dollars</b>			<b>Administration (WX/ECIP/HEAP/A16)</b>		
	Max/Budgeted	Allowed	% Expended	Max/Budgeted	Expended	Allowed
<i>A16</i>	492,140.00	278,091.61		492,140.00	390,516.75	390,516.75
<i>WX</i>	2,445,430.00	2,445,430.00				
<i>Intake</i>	471,524.00	437,536.47				
<i>Outreach</i>	294,702.00	280,201.89				
<i>Training</i>	117,881.00	12,423.43				
<i>ECIP/HEAP</i>	5,009,938.00	5,477,249.13				
	8,831,615.00	8,930,932.53	100.00000000%	492,140.00	390,516.75	390,516.75
					<b>Total</b>	<b>Total</b>
					<b>Paid</b>	<b>Allowed</b>
					9,321,449.28	9,321,449.28
					<b>Owed:</b>	<b>0.00</b>

STATE OF CALIFORNIA  
*Department  
of  
Community Services and Development*



March 8, 2023

## Monitoring Report E-23-012W

The Department of Community Services and Development (CSD) is responsible for the oversight of the Low-Income Household Water Assistance Program (LIHWAP). Hence, CSD is required to monitor the activities of Community Action Partnership of Kern (CAPK) to ensure compliance with all contractual and statutory requirements.

## INTRODUCTION

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CSD conducted a desk review of Community Action Partnership of Kern's (CAPK) LIHWAP contract 21Z-9556. Darrell McCormick, Field Representative, conducted the review in accordance with CSD's Energy and Environmental Services Division's Monitoring Scope.

The purpose of the review is to ensure the Contractor meets the Reporting Requirements, Programmatic Requirements, Compliance Requirements, and other applicable requirements as prescribed in the contract and referenced therein (45 C.F.R. §75.342; LIHWAP Article 9.3).

This monitoring report contains the following sections:

- I. Reporting Requirements
- II. Programmatic Requirements
- III. Compliance Requirements
- IV. Monitoring Summary



## I. REPORTING REQUIREMENTS

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The purpose of the Reporting Requirements review is to ensure that Contractor's submits quarterly reports detailing program progress.

Based on the CSD Field Representative's review, the CSD Field Representative did not identify any issues regarding Reporting Requirements.

## II. PROGRAMMATIC REQUIREMENTS

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The purpose of the Programmatic Requirements review is to ensure that the Contractor is adhering to the programmatic requirements of the contract. The areas covered under the Programmatic Requirements are Program Standards and Regulatory Requirements: Record-Keeping Responsibilities.

The CSD Field Representative requested a sampling of client files for review. Below is a summary of the number of client files requested, received, and reviewed:

Contract	Program	Number of Files Requested	Number of Files Received	Number of Files Reviewed
21Z-9556	Water Crisis	5	5	5

Based on the CSD Field Representative's review, the CSD Field Representative did not identify any issues regarding Programmatic Requirements. All questions related to client files were satisfactorily answered by the agency. No follow-up is required.

## III. COMPLIANCE REQUIREMENTS

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The purpose of the Compliance Requirements review is to ensure that the Contractor is meeting their expenditure goal in accordance with the contractual requirements. The areas covered under the Compliance Requirements are Service Delivery and Expenditure Requirements.

### **Contractor Performance Benchmark and Reporting Requirements**

Per the 2022 LIHWAP contract, *"Contractor shall be at 40% expenditures of the contract by December 31, 2022. CSD will monitor Contractor's performance to evaluate compliance with meeting performance benchmark requirements of no less than 60% by*

*March 31, 2023, 90% by June 30, 2023, and 100% by August 31, 2023, of the total allocation.”*

Reported expenditures through December 31, 2022, pulled from the Expenditure Activity Reporting System (EARS) on February 1, 2023, show the agency is at 12.67% expended of the 2022 LIHWAP contract, 27.33% short of the expected contract benchmark of 40%. If CAPK continues at this rate, the agency runs the risk of not fully expending funds by the end of the contract term.

#### **IV. MONITORING SUMMARY**

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CSD appreciates the effort and collaboration with sending the requested documentation for review.

Thank you for your dedication and commitment to serve low-income individuals and families in your community. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to improve the lives of those living in poverty and ultimately reduce poverty in California.

# CSD COMPREHENSIVE INSPECTION REPORT (CIR) Ver4.27.22

<b>Agency's Name</b>				
CAP of Kern				
<b>Agency Representative</b>		<b>Title of Representative</b>		<b>Representative Phone Number</b>
Wilfredo Cruz Jr		Program Administrator		661-407-2845 Ext 4347
<b>ConSol Inspector / QCI certification #</b>			<b>Primary Reason For Visit</b>	
Geoff Cox BPI#5020580			Regular Inspection	
<b>CSD Representative's Name</b>			<b>CSD Representative Present</b>	
N/A			No	
<b>Additional Personnel Attending The Exit Interview</b>				
Abran Gonzalez, Andres Gonzalez & Gary Steves				
<b>Inspection Dates</b>		<b>Exit Interview Date</b>	<b>Last Inspection Date</b>	
<b>From</b>	<b>Thru</b>		<b>From</b>	<b>Thru</b>
01/09/23	01/12/23	01/12/23	05/23/22	05/27/22
<b>Inspection Results Totals</b>				
	<b>Standard</b>	<b>Enhanced</b>	<b>Re-Inspection</b>	<b>Total</b>
<b>Total Units Inspected</b>	14	2	0	16
<b>"Fail" Units</b>	0	0	0	0
<b>"Haz-Fail" Units</b>	0	0	0	0
<b>"Paper Fail" Units</b>	0	0	0	0
<b>"Remedied" Units</b>	0	0	0	0
<b>"File Review" Units</b>	0			
<b>"Fail" Measures</b>	0	0	0	0
<b>"Haz-Fail" Measures</b>	0	0	0	0
<b>"Paper Fail" Measures</b>	0	0	0	0
<b>"Remedied" Measures</b>	0	0	0	0
<b>"File Review" Measures</b>	0			
<b>Single Family Units</b>	13	<b>Multi Family Units</b>	1	<b>Mobile Home Units</b> 2
<b>Total WIPS Completed</b>		2	<b>Assessment Stage WIPS</b> 0	
<b>Weatherization Stage WIPS</b>		2	<b>Post Inspection Stage WIPS</b> 0	
<b>Total # of Inspection During This Visit (QA + WIPS)</b>		18		
<b>Training Referral</b>		No		
<b>Subject of Training</b>		N/A		
<b>Names of Individuals Referred for Training</b>		N/A		
<b>Quality of Work Since Last Inspection</b>				
About the Same				

Agency's Name	Inspection Dates	
CAP of Kern	01/09/23	01/12/23
<b>CAS</b> - Knowledge of test protocols - Accuracy of tests performed - Feasibility of tests performed		
<b>Rating</b>		
Success (Meets Standard)		
<b>BLOWER DOOR</b> - Knowledge of test protocols - Accuracy of tests performed - Feasibility of tests performed		
<b>Rating</b>		
Success (Meets Standard)		
<b>DUCT BLAST</b> - Knowledge of test protocols - Accuracy of tests performed - Feasibility of tests performed		
<b>Rating</b>		
Success (Meets Standard)		
<b>LOT FILES AND DOCUMENTATION</b> - Organization of documentation - Accuracy of documentation - Completeness of files	Equipment Calibration Logs Present and Complete?	Yes
<b>Rating</b>		
Success (Meets Standard)		
<b>WORKMANSHIP</b> - General quality of work - Appropriate material selection - Customer Satisfaction		
<b>Rating</b>		
Success (Meets Standard)		
<b>Agency's Name</b>	<b>Inspection Dates</b>	
CAP of Kern	01/09/23	01/12/23



### Inspection Correction Transmittal

This following pages list the units that have unresolved Fails. Fails are described on the Weatherization Inspection Reports (WIRs). After Fails are remedied, complete this form by filling in "Date Remedied" & "Authorized Signature" columns for each dwelling listed. **Note: File Review only lot files include observations only and do not require corrections. Refer to Section 4., below.**

#### 1. "Hazardous Fails" (HF):

- Eliminate the immediate hazard within 18 hours of written notification, and completely resolve the Hazardous Fail within 5 working days of written notification. (Deadline for remedy is shown in the "HF" box of the "Remedy By (Date)" section.)
- On each WIR: (a) indicate what corrective/remedial action was taken for each HF, (b) complete the "Installer's Signature & Date" line, and (c) you must obtain the customer signature somewhere on the WIR to verify HF's have been remedied. This constitutes a "completed" WIR.
- Provide a photo and work order / invoice showing that the Hazardous failure has been remedied. This will constitute a completed CIR and can be submitted to CSD.



#### 2. "Non-Hazardous "Fails" (F) and "Paperwork Fails" (PF) for which a physical remedy is *\*feasible\** :

- Remedy within 20 working days of written notification. (Deadline for remedy is shown in "F/PF" box of the "Remedy By (Date)" section.)
- On each WIR: (a) indicate what corrective/remedial action was taken for each unit, and (b) complete the "Installer's/Contractor's Signature & Date" line. This constitutes a "completed" WIR (a client signature is not required for Fs and PFs.)
- Non Hazardous failures, provide photos and invoice showing that the failure was remedied. Paper failures, please identify on the WIR what measure was corrected or for "missing permit" paper failures provide the permit. Billing paper failures, please provide the corrected EARS report and or credit memos showing that the billing has been adjusted. This will constitute a completed CIR and can be submitted to CSD.

#### 3. When corrections to all Fails have been made:

- Fax Or Email completed CIR, WIRs & questions to:
  - Email: JGarcia@cheers.org / anegd@consol.org
  - Attn: Juanita Garcia / FAX: (866) 377-6251 • Phone: (800) 424-3377
  - Include only WIRs for jobs listed on this CIR

Last Name & First Initial Street Address and City	# Of Corrections By Type			Date Notified	Remedy By Date		Date Remedied		Authorized Signature	
	HF	F	PF		HF	F/PF*	H	F/PF*		
Name of Person Receiving the CIR				Signature				Date		
Wilfredo Cruz Jr.				<i>Wilfredo Cruz Jr</i>				1/12/2023		
					Continuation Page Present:		No		Page 1 of 1	
Agency's Name				Inspection Dates						
CAP of Kern				01/09/23			01/12/23			

Ver 07.09.19 State of California Department of CSD <b>WORK IN PROGRESS REPORT (WIPR)</b>		<b>Agency Name</b>	CAP of Kern		<b>Agency Job #</b>	191	
<b>Assessment Type:</b> Other		<b>1st Inspection Date:</b> 1/9/23					
<b>Inspection Stage:</b> Weatherization		<b>Re-Inspection Date:</b>					
Valdez		Sandra		661-304-2564			
<b>Client's Last Name</b>		<b>First Name</b>		<b>Phone Number</b>			
<b>RESIDENCE/UNIT INFORMATION</b>							
3900 Tretorn Ave				Bakersfield		CA	93313
<b>Address (# and Street)</b>		<b>Unit #</b>		<b>City</b>		<b>State</b>	<b>Zip Code</b>
<b>Housing Type:</b> Single Family Home		<b>Housing Area:</b>		Urban			
<b>Funding Source:</b>		LIHEAP '22					
<b>LEAD SAFE WEATHERIZATION</b>							
<b>A. Is the home Pre-1978?</b>		No					
<b>B. EPA Requirements Implemented Correctly?</b>		Yes					
<b>MEASURES</b>	<b>Assessed</b>	<b>Feasible</b>	<b>Paperwork</b>	<b>Workmanship</b>	<b>Procedures</b>		
1. CAS Testing	Yes	Yes	Correct	Acceptable	Properly Performed		
2. Blower Door							
3. Duct Blast							
8. Ceiling Fans	Yes	Yes	Correct	Acceptable	Properly Performed		
<b>ASSESSMENT</b>							
<b>Name of Assessor(s):</b> Michael Gage							
<b>Was Mechanical Ventilation Assessed As Required?:</b>		Yes					
All measures were assessed for and any needed comments were noted in the file.							
<b>DOE PRIORITY LIST/ AUDIT</b>							
<b>PAPERWORK</b>							
All the required forms were included in the file and were being filled out.							
<b>WORKMANSHIP</b>							
<b>Post Inspector's name:</b>							
<b>Name of Crew Members:</b>		Rene Ambriz, Alex Vallecillo & Adam Wages					
The workmanship was good and the measures are being installed per program policies and procedures.							
<b>AGENCY FOLLOW UP</b>							
<b>Agency signature only acknowledges receipt of information</b>				<b>QA Inspector's signature required on all forms</b>			
 Agency Signature & Date		1/12/2023		 QA Signature & Date		1/9/2023	

Ver 07.09.19 State of California Department of CSD <b>WORK IN PROGRESS REPORT (WIPR)</b>		<b>Agency Name</b>	CAP of Kern		<b>Agency Job #</b>	210
<b>Assessment Type:</b> Other		<b>1st Inspection Date:</b> 1/10/23				
<b>Inspection Stage:</b> Weatherization		<b>Re-Inspection Date:</b>				
Madkins		Keith		661-519-8706		
<b>Client's Last Name</b>		<b>First Name</b>		<b>Phone Number</b>		
<b>RESIDENCE/UNIT INFORMATION</b>						
814 Robinson St				Bakersfield	CA	93307
<b>Address (# and Street)</b>		<b>Unit #</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Housing Type:</b> Single Family Home		<b>Housing Area:</b>		Urban		
<b>Funding Source:</b>		LIHEAP '22				
<b>LEAD SAFE WEATHERIZATION</b>						
<b>A. Is the home Pre-1978?</b>		Yes				
<b>B. EPA Requirements Implemented Correctly?</b>		No				
<b>MEASURES</b>	<b>Assessed</b>	<b>Feasible</b>	<b>Paperwork</b>	<b>Workmanship</b>	<b>Procedures</b>	
1. CAS Testing						
2. Blower Door						
3. Duct Blast						
13. Cooking Appliance Replace - Gas	Yes	Yes	Correct	Acceptable	Properly Performed	
130. Refrigerator Replacement 19 cu. Ft. and below	Yes	Yes	Correct	Acceptable	Properly Performed	
7. Carbon Monoxide Alarm	Yes	Yes	Correct	Acceptable	Properly Performed	
138. Smoke Alarm	Yes	Yes	Correct	Acceptable	Properly Performed	
<b>ASSESSMENT</b>						
<b>Name of Assessor(s):</b> Gary Steves						
<b>Was Mechanical Ventilation Assessed As Required?:</b>		Yes				
All measures were assessed for and any needed comments were noted in the file.						
<b>DOE PRIORITY LIST/ AUDIT</b>						
<b>PAPERWORK</b>						
All the required forms were included in the file and were being filled out.						
<b>WORKMANSHIP</b>						
<b>Post Inspector's name:</b>						
<b>Name of Crew Members:</b>		Alex Vallecillo & Adam Wages				
The workmanship was good and the measures are being installed per program policies and procedures.						
<b>AGENCY FOLLOW UP</b>						
<b>Agency signature only acknowledges receipt of information</b>				<b>QA Inspector's signature required on all forms</b>		
Wilfredo Cruz Jr		1/12/2023		[Signature]		1/10/2023
Agency Signature & Date				QA Signature & Date		





# Evaluation Site Visit Report

Program Title:	East Kern Family Resource Center				
Fiscal Year:	<input type="checkbox"/> 2020-21	<input type="checkbox"/> 2021-22	<input checked="" type="checkbox"/> 2022-23	<input type="checkbox"/> 2023-24	<input type="checkbox"/> 2024-25
Date:	02/16/2023				
Program Staff:	Freddy Hernandez (Director of Youth & Community Services) Anna Saavedra (Program Supervisor)				
Research Analyst:	Theresa Martinez (Chief Evaluation/Program Officer)				

IRB Monitoring	Yes	No
Have all First 5 Kern funded staff members received Confidentiality Training?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are First 5 Kern Informed Consents administered to all Proposition 10 clients?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did the program coordinator complete and sign the IRB Confidentiality Checklist?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments: A copy of the IRB form was emailed to the East Kern Family Resource Center (EK FRC) staff on 02/24/2023. A completed copy of the form must be emailed to the First 5 Kern evaluation department by 03/09/2023.		



# Evaluation Site Visit Report

## Consent Form Review

Q1	✓ Reviewed	Q1 and Q2 consent feedback was reviewed and discussed. Reminded EK FRC Supervisor to confirm the consent forms match the client records in Persimmony and to review consent forms for accuracy prior to submission (e.g., make edits as needed and initial the edits, and provide copy of the pink form if fields are illegible (do not staple consents)).
Q2	✓ Reviewed	
Q3	<input type="checkbox"/> Reviewed	Due 04/28/2023.
Q4	<input type="checkbox"/> Reviewed	Due 07/15/2023.

## Performance Measures Evaluation Edits

Q1	✓ Reviewed	<p>Reviewed Performance Measure requirements for Result Indicator (RI) 2.4.3. (Support Services). The requirements are as follows:</p> <p>1) The intent of this RI is to capture the number of non-consenting parents/guardians with children ages 0-5 who received support services from the program.</p> <p>a) A support service may include referral(s), food, diapers, utility assistance, clothing, etc.</p> <p>b) This RI is intended to capture the number of walk-in clients served.</p> <p>2) Programs must have an Excel spreadsheet or another data tracking method to capture the Aggregate Demographic data and services received. EK FRC has an Excel workbook that captures "Aggregate Data" clients.</p> <p>c) The First 5 Kern evaluation department may request a copy of the spreadsheet at any time to verify counts reported under this RI.</p> <p>3) The number of unique parents/guardians must be reported each quarter in:</p> <p>d) 2.4.3. (Support Services) Performance Measure Actual:</p> <p>i. A unique count must be reported each quarter and fiscal year.</p> <p>ii. A parent cannot be counted more than once each quarter or fiscal year.</p> <p>iii. A breakdown of the number of services received may be entered in the Period Narrative as follows: Fifty-four (54) parents received support services. A total of 34 referrals to other agencies, 30 food baskets, 10 utility assistance, and 10 diapers/wipes were provided in Q1.</p> <p>e) Aggregate Data – Include the total number of parents/guardians and children ages 0-5 in the household who received support services.</p> <p>i. The Aggregate Data total count (parents/guardians) ties back to the number reported under RI 2.4.3. Support Services. However, the Parent/Guardian count may be higher if both parents are entered in the Aggregate Data and not in RI 2.4.3.</p> <p>ii. "Other" includes siblings and other family members (e.g., grandparents, aunts, uncles, etc.).</p>
Q2	✓ Reviewed	
Q3	<input type="checkbox"/> Reviewed	Due 04/28/2023.
Q4	<input type="checkbox"/> Reviewed	Due 07/15/2023.

## Aggregate Data

Q1	✓ Reviewed	The EK FRC Supervisor confirmed the Aggregate Data counts are 1) walk-in clients with children 0-5; and 2) clients are reported once per fiscal year and quarter. The total number of parents reported in Q1 and Q2 tie back to RI 2.4.3. (Support Services).
Q2	✓ Reviewed	
Q3	<input type="checkbox"/> Reviewed	Due 04/28/2023.
Q4	<input type="checkbox"/> Reviewed	Due 07/15/2023.

# Evaluation Site Visit Report

## Persimmony Client Module Data

Client Missing Demographic Data Kern	No missing data identified at this time.
Client Missing Services	No missing services identified at this time.
Client Missing Assessments	All applicable client records have at least one assessment/survey.
Client Duplicates	None identified at this time.
Services Count	<ol style="list-style-type: none"> <li>1) Provided the EK FRC staff with six Persimmony Services reports: <ol style="list-style-type: none"> <li>a. General Case Management (Parents/Guardians)</li> <li>b. General Case Management (Children)</li> <li>c. Parent Education (Court-Mandated)</li> <li>d. Center-Based Activities</li> <li>e. Center-Based Activities (Summer Bridge)</li> <li>f. Home-Based Activities</li> </ol> </li> <li>2) All service counts tie back to Q1 and Q2 Performance Measures totals.</li> <li>3) EK FRC Supervisor provided a list of items needed for the FRC pantry (wipes, diapers, baby clothing, formula, car seats, diapers [newborn, size 1 and 2]).</li> </ol>

## Assessment Review

Assessment	Number of Occurrences to Date	
	FY2021-2022	FY2022-2023
Adult-Adolescent Parenting Inventory-2.1	12	--
Ages and Stages Questionnaire-3	42	24
Ages and Stages Questionnaire:Social Emotional-2	0	7
Birth Survey	53	40
Child Assessment-Summer Bridge	0	0
Core Data Elements	66	45
Family Stability Rubric	35	14

Notes: Reviewed assessment schedule with EK FRC staff as outlined on the Scope of Work-Evaluation Plan and Confidentiality Handbook (intake packet). As a reminder, the assessment schedule is listed below:

- 1) Intake Packet
  - a. Family Demographics – At intake and updated as needed.
  - b. Birth Survey – At intake only.
  - c. Core Data Elements – At intake and every six months thereafter.
- 2) Adult Adolescent Parenting Inventory – Pre and post court-mandated classes.
  - a. The current assessingparenting.com login information is outdated. Updated information is needed. See Next Steps.
- 3) Ages and Stages Questionnaire-3 and Ages and Stages Questionnaire:Social Emotional-2 – At intake (or as close to intake as possible) and follow the ASQ administration schedule based on the child's age.
  - a. First 5 Kern evaluation staff confirmed the assessment is listed on the EK FRC's Scope of Work-Evaluation Plan.
- 4) Child Assessment-Summer Bridge – pre and post summer bridge sessions.
- 5) Family Stability Rubric – At intake and every three months thereafter.

## Next Steps

- 1) Complete the IRB Checking Points document and email a copy to the Chief Evaluation/Program Officer at First 5 Kern no later than 03/09/2023.



## Evaluation Site Visit Report

- 2) Send the updates assessingparenting.com login information to the Chief Evaluation/Program Officer at First 5 Kern no later than 03/09/2023.





MALIA M. COHEN  
California State Controller

February 7, 2023

Tracy Webster, Chief Financial Officer  
Community Action Partnership of Kern  
5005 Business Park N.  
Bakersfield, CA 93309

Re: Single Audit Report Review for Fiscal Year 2021

Dear Ms. Webster:

We completed a desk review of your Single Audit Report relative to the WIC program for the period ended on February 28, 2021. We determined that the report meets the requirements for Single Audits as required by Title 2, *Code of Federal Regulations*, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Uniform Guidance prescribes the audit and reporting standards for private non-profit organizations that expend federal awards.

Your audit satisfies the financial and compliance audit requirements under the WIC program. This does not preclude state and federal agencies from conducting additional audits that are necessary to carry out their responsibilities under federal laws and regulations. State and federal agencies may contact you to arrange for additional audits.

If you have any questions regarding this letter, please contact Iryna Bush, Audit Manager, by telephone at (916) 327-5005 or by email at [wicsingleaudits@sco.ca.gov](mailto:wicsingleaudits@sco.ca.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "J. James", is positioned above the typed name of the signatory.

JOEL JAMES, Chief  
Financial Audits Bureau  
Division of Audits

Tracy Webster, Chief Financial Officer  
February 7, 2023  
Page 2

cc: Ia Lo, Chief

Local Services Branch  
Women, Infants, and Children Division  
California Department of Public Health  
Cheryl Ungerman, Audit Review Unit Chief  
Women, Infants, and Children Division  
California Department of Public Health  
Derek Robinson, Analyst  
Women Infants, and Children Division  
California Department of Public Health  
Ella Finau, Bureau Chief  
Division of Audits  
State Controller's Office



# CAPK

## APRIL 2023 BOARD MEETING

**RYAN FRIDBORG**

Executive Vice President

**CHRIS CARPENTER-RAINES**

Client Executive

**CHRIS KOPALIAN**

Senior Underwriter

**APRIL 26, 2023**



# MEETING AGENDA

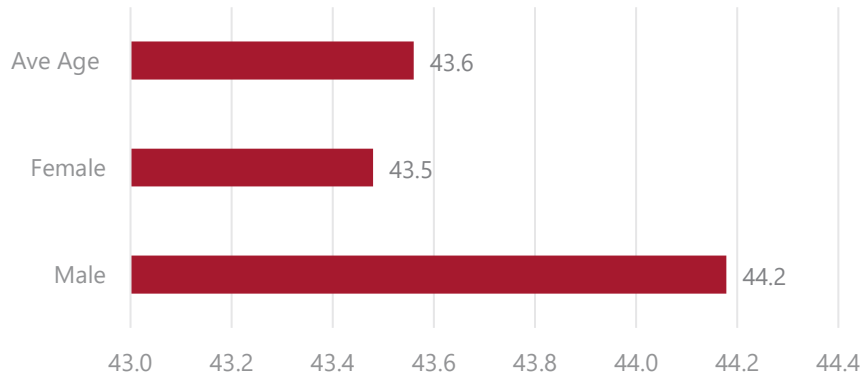
Section	Section Description	Page
Section 1	Demographics	Page 3
Section 2	Benchmarking	Page 10
Section 3	Claims Experience – Calendar Year 2022	Page 19
Section 4	Current High Claims	Page 24
Section 5	Timeline	Page 26
Section 6	Appendix	Page 28

# DEMOGRAPHICS



# CURRENT DEMOGRAPHICS— ALL EMPLOYEES

Average Age - All Eligible Employees

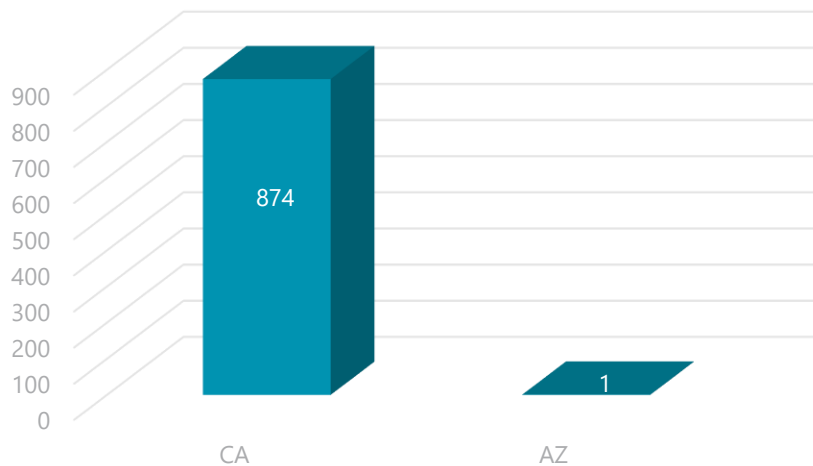


Gender	Average of Base Annual Salary
Female	\$46,211
Male	\$54,748
<b>Overall Average</b>	<b>\$47,196</b>

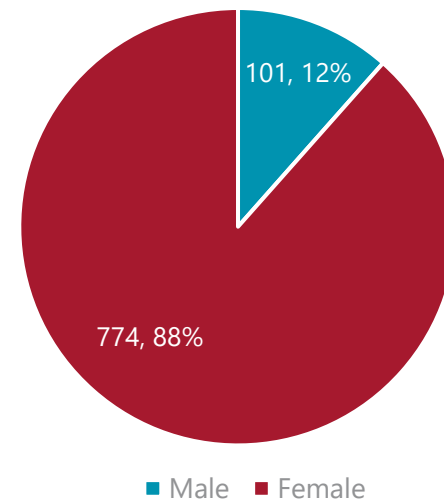
Benefit Eligible Employees: 875

Average Tenure: 8.25 years

Location By State

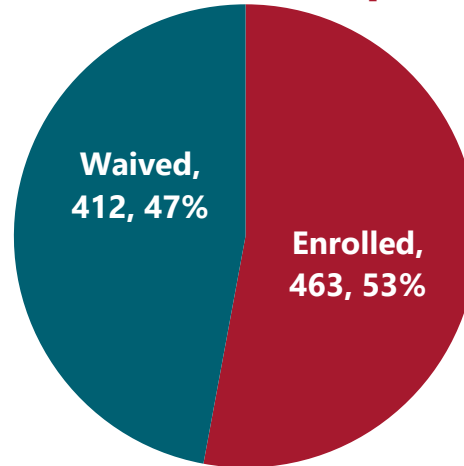


Gender Distribution

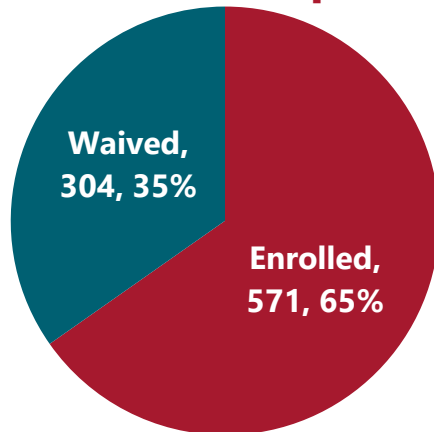


# PLAN PARTICIPATION

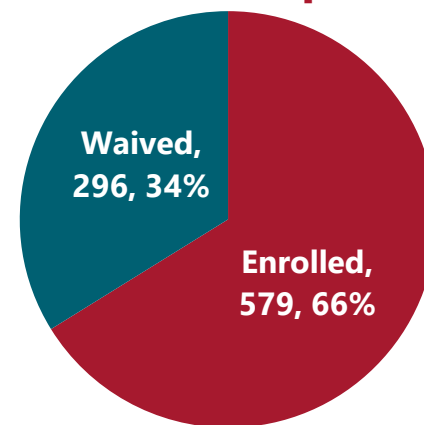
## Medical Participation



## Dental Participation



## Vision Participation



# MEDICAL & DENTAL PLAN ENROLLMENT – CURRENT

Medical Enrollment				
Coverage Tier	Anthem HMO Full Network	Anthem HMO Narrow Network	Anthem High Deductible PPO	Waivers
Employee Only	139	125	35	412
Employee & Spouse	32	24	4	
Employee & Child(ren)	10	12	1	
Family	33	42	6	
<b>Total</b>	<b>214</b>	<b>203</b>	<b>46</b>	<b>412</b>
Combined Enrolled	463			
<b>Total Eligible</b>	<b>875</b>			

**Plan Participation**

**53%**

Dental Enrollment		
Coverage Tier	Anthem DPPO	Waivers
Employee Only	311	304
Employee & Spouse	85	
Employee & Child(ren)	39	
Family	136	
<b>Total</b>	<b>571</b>	<b>304</b>
Combined Enrolled	571	
<b>Total Eligible</b>	<b>875</b>	

**Plan Participation**

**65%**

# ANCILLARY PLAN ENROLLMENT

Vision Enrollment		
Coverage Tier	Eye Med Vision	Waivers
Employee Only	309	296
Employee & Spouse	87	
Employee & Child(ren)	35	
Family	148	
<b>Total</b>	<b>579</b>	<b>296</b>
Combined Enrolled	579	
<b>Total Eligible</b>	<b>875</b>	
<i>Plan Participation</i>	<i>66%</i>	

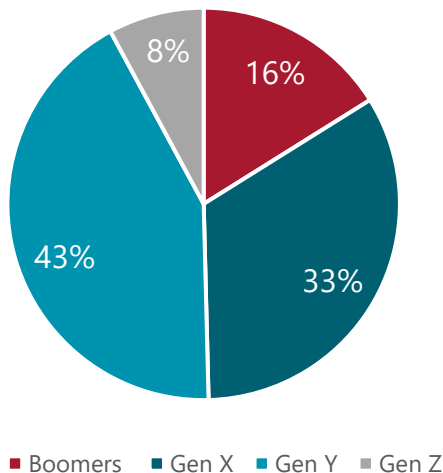
The Hartford Life, Disability and Supplemental		
Plan	Enrollment	Volume
Basic Life/AD&D	860	\$60,610,250
Voluntary Life/AD&D	272	\$20,670,200
Short Term Disability	68	\$66,260
Long Term Disability	68	\$478,521
Critical Illness	133	N/A
Accident	310	N/A

*Counts obtained from February 2023 Invoice*

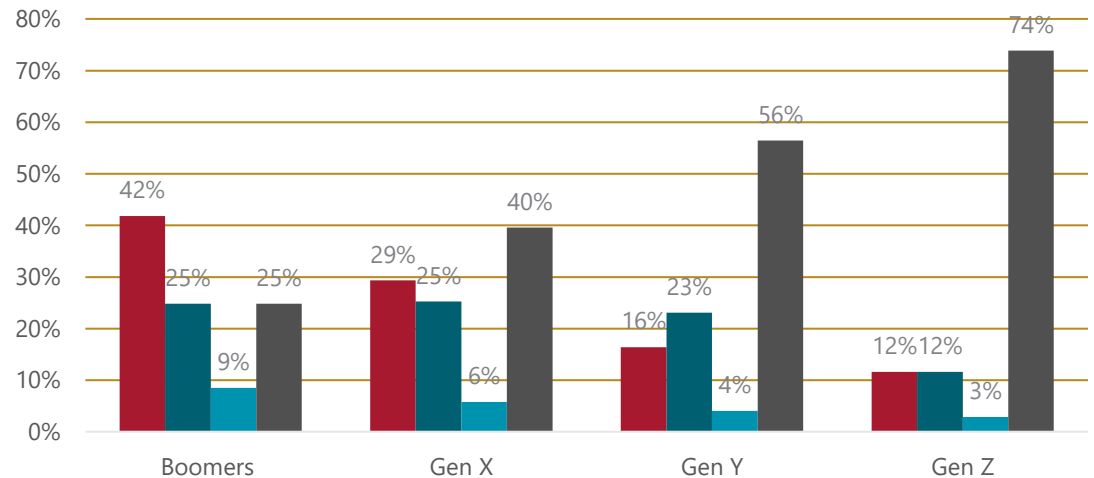
# DEMOGRAPHICS BY GENERATION

Generation Analysis			
Generation	Defined	Percent	Area of Focus
Boomers	Born 1946 – 1964	16%	Rich healthcare and retirement benefits, gym memberships, discount programs, hearing aid benefits, chiropractic care, Long-Term care, Medicare assistance
Gen X	Born 1965 - 1980	33%	Rich healthcare and retirement benefits, student loan assistance (for children), tax-advantaged accounts, caretaker benefits, chiro/acupuncture, work-life balance, more vacation or sabbatical.
Gen Y/Millennials	Born 1981-1996	43%	Family planning benefits and support that contributes to work-life balance, including mental, social and emotional well-being. Student loan repayment, financial advice, parental leave, and career advancement opportunities.
Gen Z	Born 1997 - 2012	8%	Alternative, customizable benefits that will help them pursue more holistic health, including sleep, nutrition, mental health, and naturopathic medicine options. Benefits that support diversity, equity, and inclusion.

## COMPANY BY GENERATION



## PLAN ENROLLMENT BY GENERATION



# DEMOGRAPHIC PROFILE

## GENERATIONAL EMPLOYEE BENEFIT VALUES

### BOOMERS

- + Rich health plan benefits
- + Flexible Retirement Planning
- + Sabbaticals

### GEN X

- + Core benefits with strong focus of health plan benefits
- + Elder and childcare benefits
- + College savings programs

### GEN Y

- + Choice in core benefits
- + Family planning benefits
- + Financial tools & resources
- + Stock options
- + Student loan repayment programs

### GEN Z

- + Wellbeing support
- + Tech-based solutions
- + Voluntary benefits
- + Student loan repayment programs
- + Social rewards
- + Focus on DEI

Gen X & Gen Y represent 76% of CAPK of medical enrolled employees.

### KEY OPPORTUNITIES

- + Keep Choice in benefits
- + Consider family planning benefits
- + Consider childcare and/or eldercare benefits
- + Consider student loan repayment program
- + Consider additional financial wellness program options



# BENCHMARKING

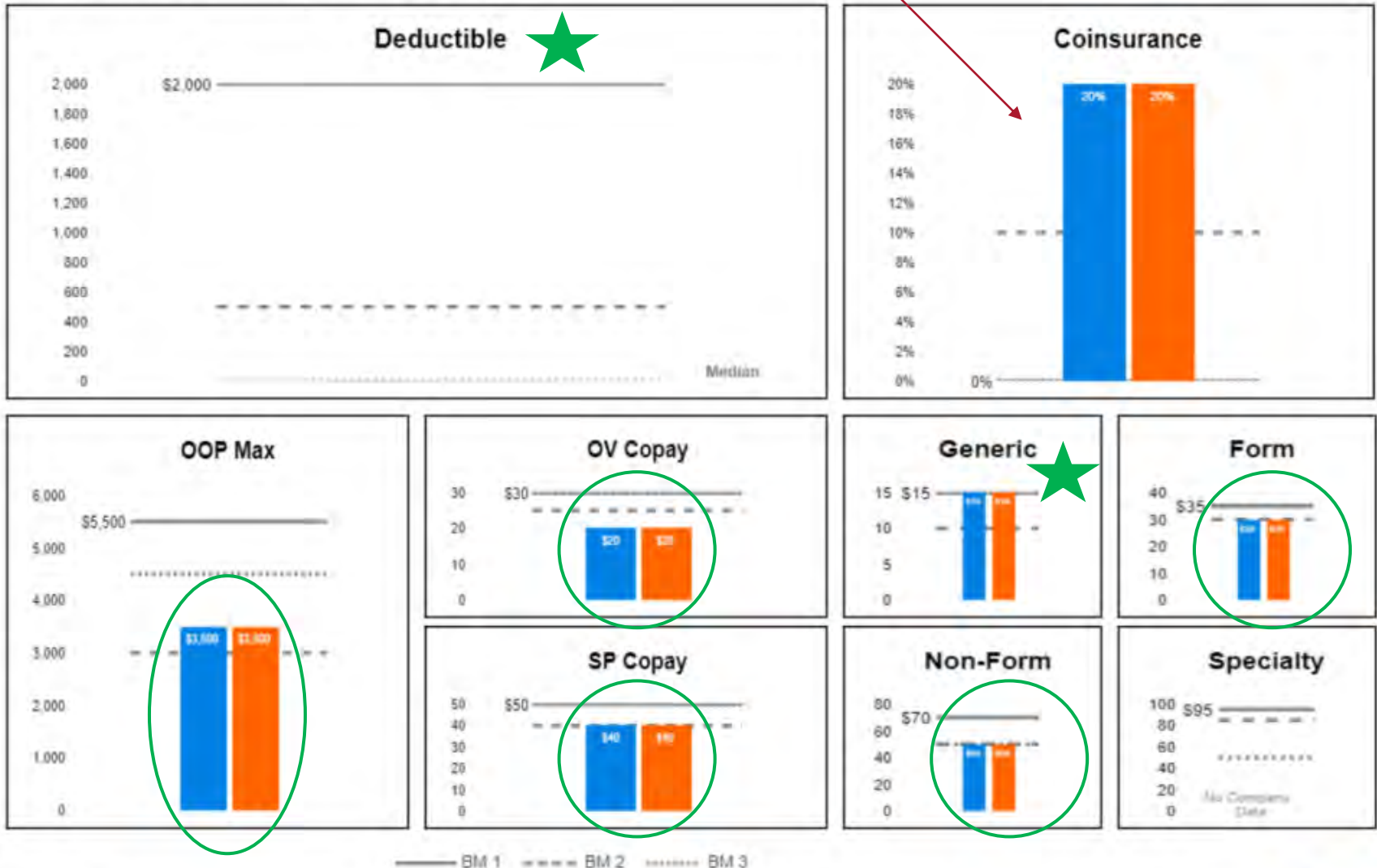


# BENCHMARKING – HMO PLAN DESIGN

## Medical Plan Design - HMO

Community Action Partnership of Kern DBA CAPK

Above Benchmark



# BENCHMARKING – HMO SUMMARY

## Medical Plan Design - HMO

Community Action Partnership of Kern DBA CAPK

	BM1	BM2	BM3	Plan 1	Plan 2
Deductible	\$2,000	\$500	\$0	\$0	\$0
Coinsurance	0%	10%	0%	20%	20%
OOP Max	\$5,500	\$3,000	\$4,500	\$3,500	\$3,500
OV Copay	\$30	\$25	\$30	\$20	\$20
SP Copay	\$50	\$40	\$50	\$40	\$40
Rx					
Generic	\$15	\$10	\$15	\$15	\$15
Form	\$35	\$30	\$35	\$30	\$30
Non-Form	\$70	\$50	\$50	\$50	\$50
Specialty	\$95	\$85	\$50		

Median

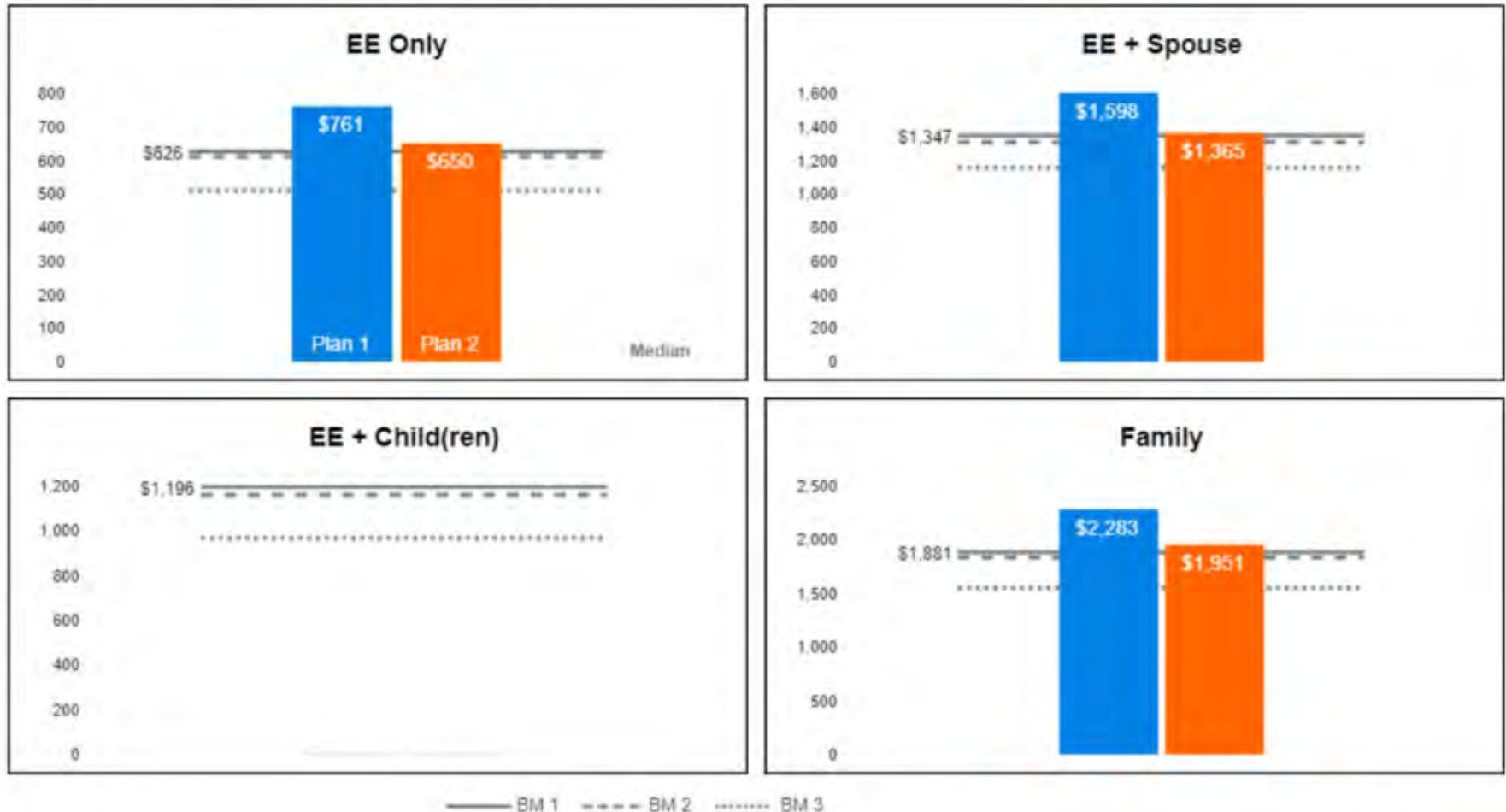
# BENCHMARKING – HMO PREMIUM

## Medical Cost - HMO

Total Premium (\$)

Community Action Partnership of Kern DBA CAPK

*HMO Select is right at benchmark  
HMO Traditional has higher premiums*



# BENCHMARKING – EMPLOYEE COST

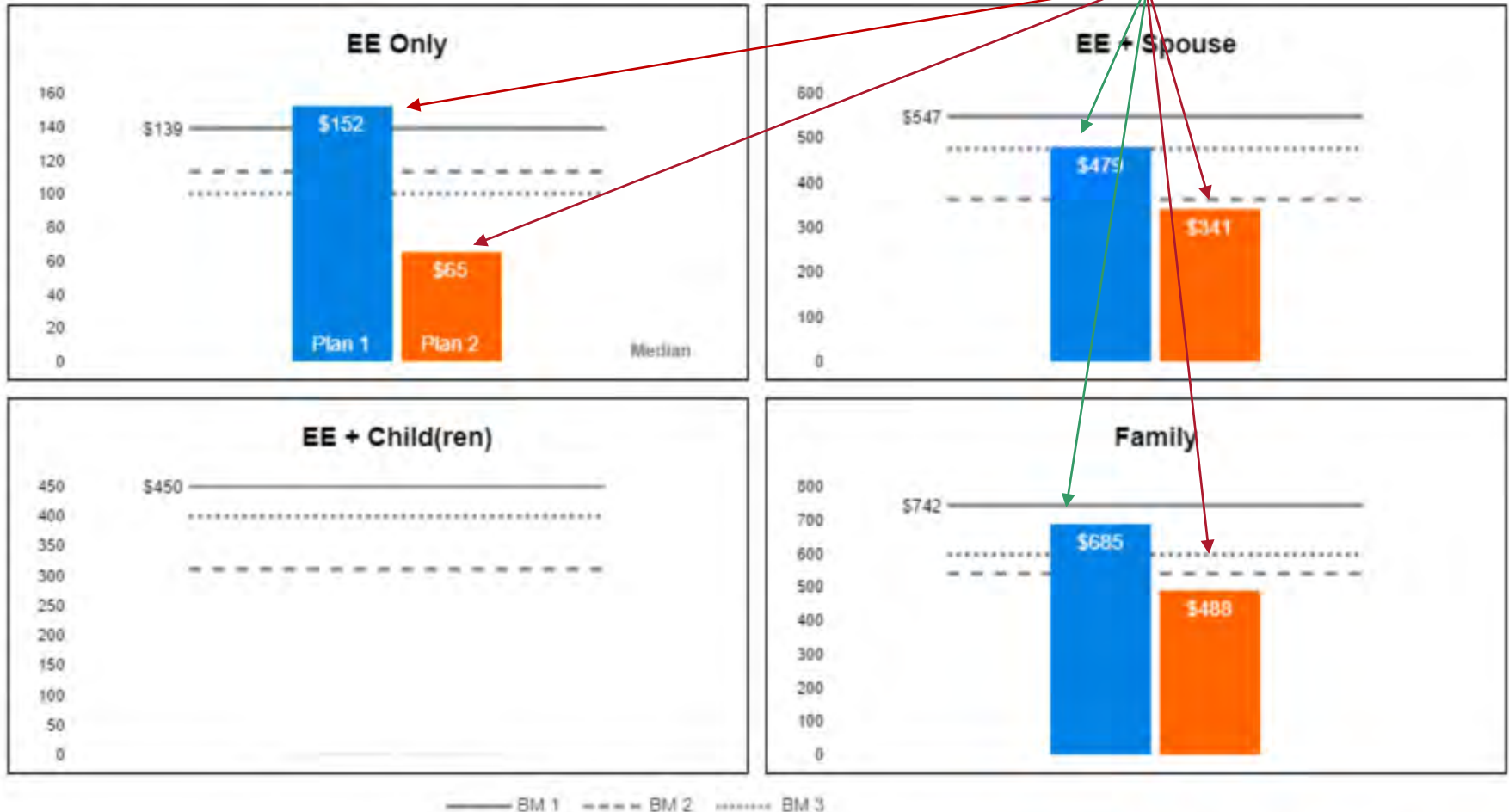
## Medical Cost - HMO

### Employee Contribution (\$)

Community Action Partnership of Kern DBA CAPK

*HMO Select is well under benchmarks*

*HMO Traditional is only higher or just at benchmarks*

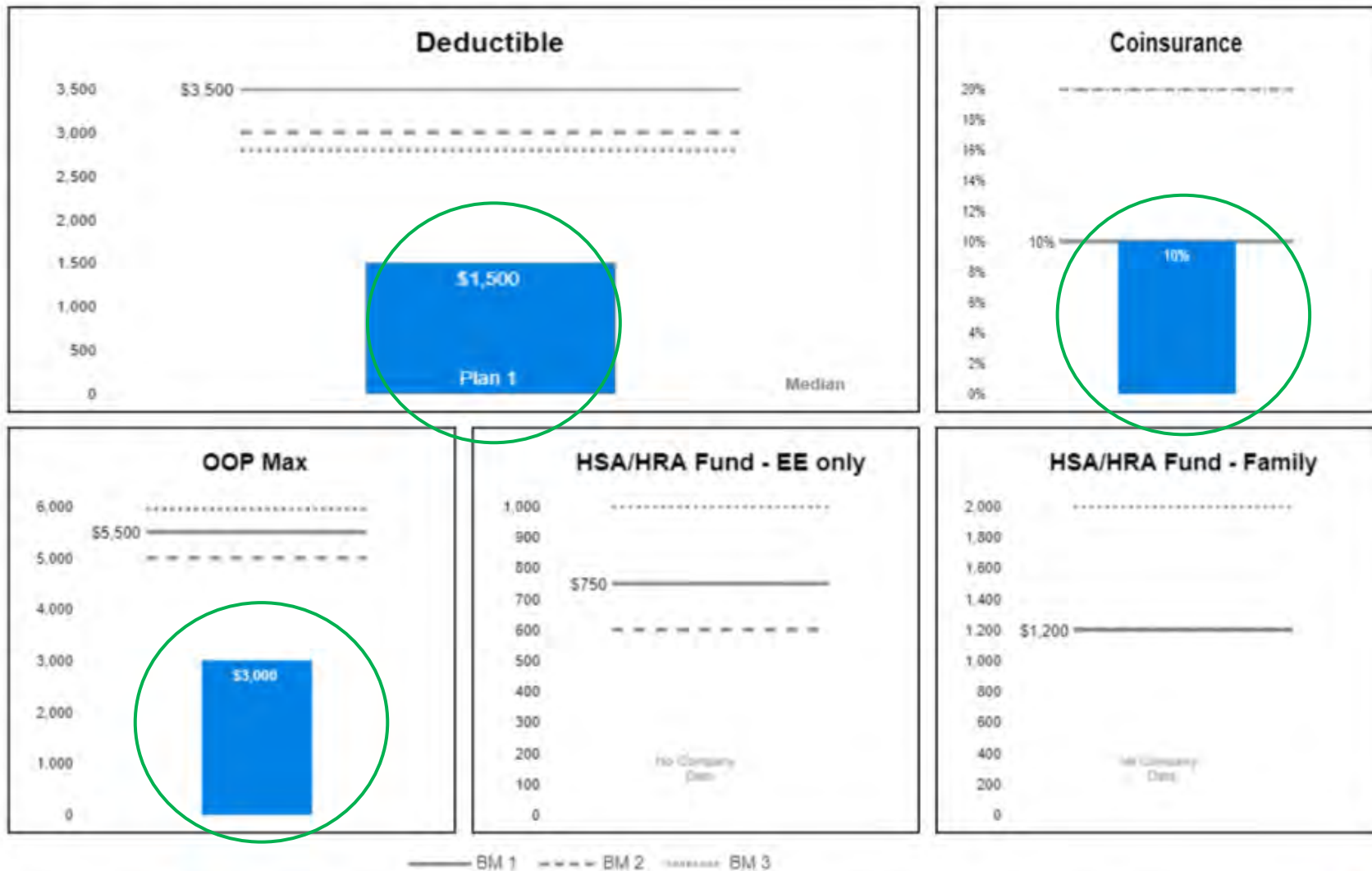


# BENCHMARKING – HDHP PPO PLAN DESIGN

## Medical Plan Design - HDHP

Community Action Partnership of Kern DBA CAPK

*The HDHP PPO is well benchmark on Deductible  
Coinsurance is at benchmark at 10%*



# BENCHMARKING – HDHP PPO SUMMARY

## Medical Plan Design - HDHP

Community Action Partnership of Kern DBA CAPK

*CAPK's HDHP PPO is more generous than benchmark*

	BM1	BM2	BM3	Plan 1
Deductible	\$3,500	\$3,000	\$2,800	\$1,500
Coinsurance	10%	20%	20%	10%
OOP Max	\$5,500	\$5,000	\$5,950	\$3,000
HSA/HRA Fund - EE only	\$750	\$600	\$1,000	
HSA/HRA Fund - Family	\$1,200	\$1,200	\$2,000	

Median



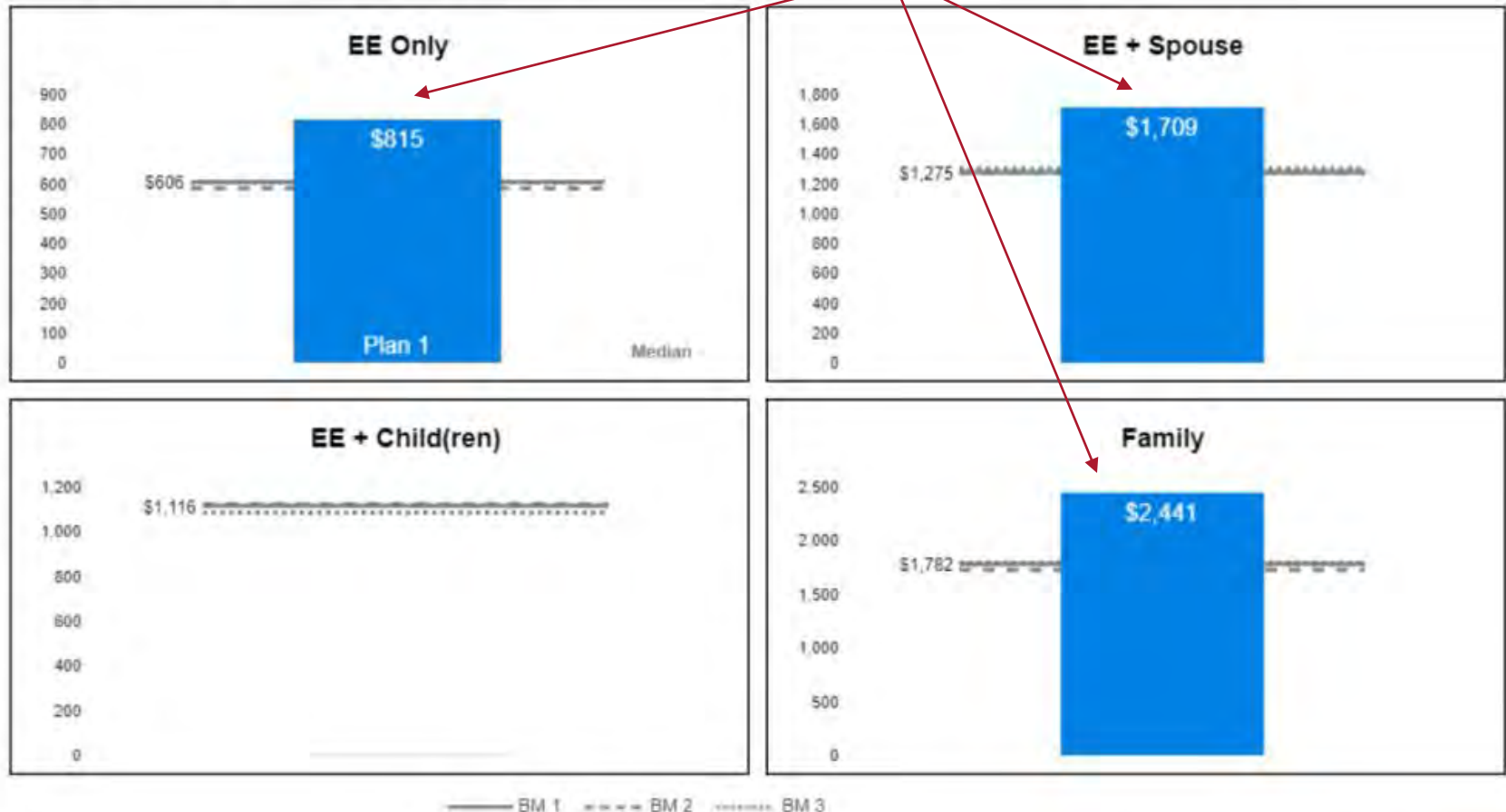
# BENCHMARKING – HDHP PPO PREMIUM

## Medical Cost - HDHP

### Total Premium (\$)

Community Action Partnership of Kern DBA CAPK

*CAPK's HDHP PPO higher than benchmark  
This is consistent with richer benefits*





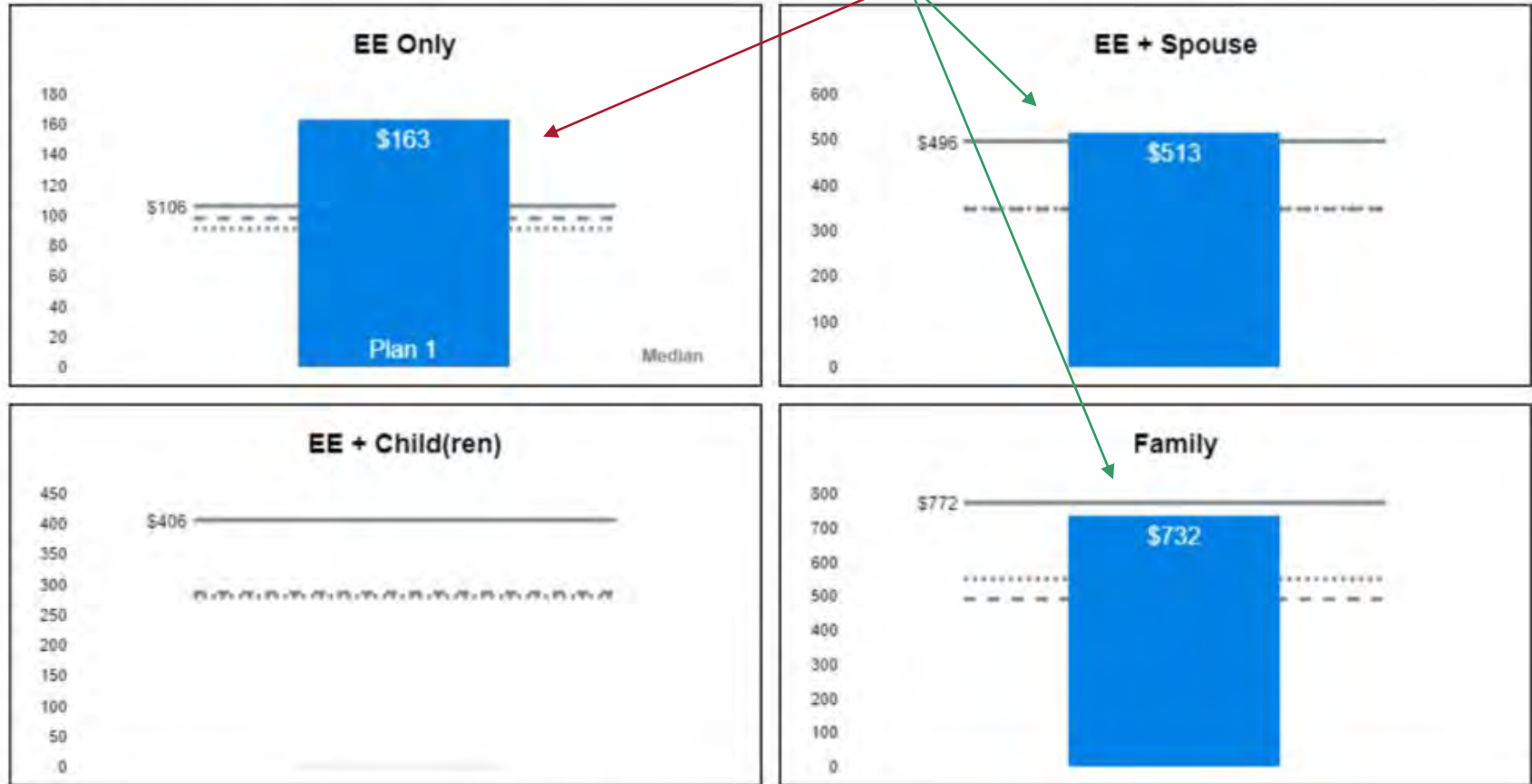
# BENCHMARKING – EMPLOYEE COST

## Medical Cost - HDHP

Employee Contribution (\$)

Community Action Partnership of Kern DBA CAPK

*HDHP cost to the employee is at benchmarks for dependent tiers  
HDHP cost to the employee only is above benchmarks  
This is consistent with richer benefits*



# CLAIMS EXPERIENCE



# CLAIMS EXPERIENCE – CALENDAR YEAR 2022

## CAPK

### Anthem HMO and PPO

Paid Claims Period: 1/1/2022 through 12/31/2022

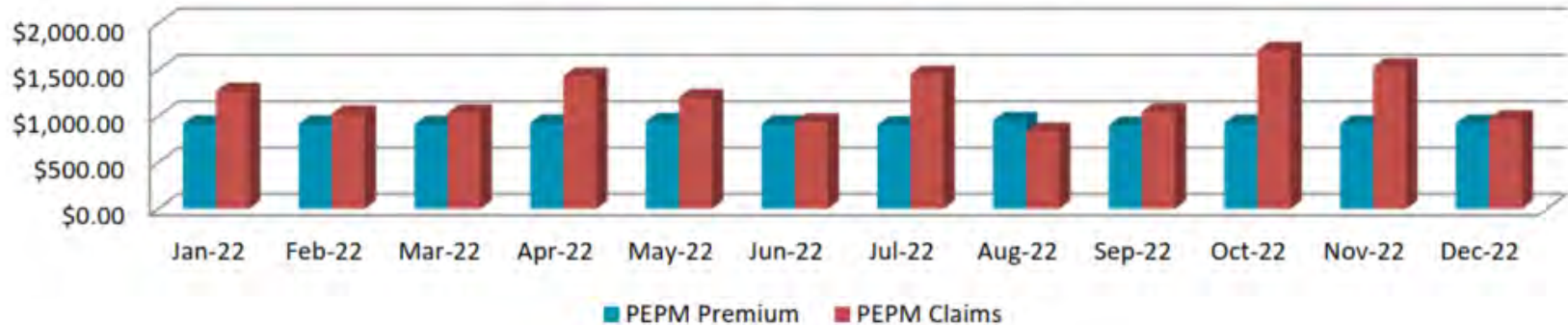
Month	EE	Members	Premium		Claims					Loss Ratio
			Total	PEPM	Medical	Capitation	Rx	Total	PEPM	
Jan-22	503	921	\$463,372	\$921.22	\$452,219	\$98,112	\$89,154	\$639,485	\$1,271.34	138.0%
Feb-22	500	910	\$459,302	\$918.60	\$307,824	\$98,733	\$106,383	\$512,940	\$1,025.88	111.7%
Mar-22	499	903	\$455,296	\$912.42	\$278,488	\$99,480	\$139,538	\$517,505	\$1,037.08	113.7%
Apr-22	494	908	\$458,876	\$928.90	\$477,831	\$99,748	\$130,550	\$708,129	\$1,433.46	154.3%
May-22	494	905	\$466,614	\$944.56	\$377,658	\$100,960	\$116,887	\$595,505	\$1,205.48	127.6%
Jun-22	433	808	\$398,932	\$921.32	\$188,661	\$101,925	\$116,474	\$407,060	\$940.09	102.0%
Jul-22	440	820	\$399,893	\$908.85	\$441,816	\$103,716	\$94,925	\$640,457	\$1,455.58	160.2%
Aug-22	431	796	\$411,710	\$955.24	\$160,321	\$101,649	\$100,480	\$362,450	\$840.95	88.0%
Sep-22	422	783	\$381,990	\$905.19	\$221,163	\$100,385	\$121,424	\$442,973	\$1,049.70	116.0%
Oct-22	415	771	\$384,967	\$927.63	\$501,049	\$98,692	\$110,409	\$710,149	\$1,711.20	184.5%
Nov-22	411	763	\$377,674	\$918.91	\$410,783	\$98,990	\$121,020	\$630,793	\$1,534.78	167.0%
Dec-22	406	758	\$375,752	\$925.50	\$183,961	\$99,059	\$111,958	\$394,978	\$972.85	105.1%
<b>Total</b>	<b>5,448</b>	<b>10,046</b>	<b>\$5,034,379</b>	<b>\$924.08</b>	<b>\$4,001,773</b>	<b>\$1,201,449</b>	<b>\$1,359,201</b>	<b>\$6,562,424</b>	<b>\$1,204.56</b>	<b>130.4%</b>

PPO population below threshold for standard reporting as of 5/31/22.

- Current overall Loss Ratio = 130.4%
- Last year at renewal the Loss Ratio was at 164%
- Starting 2023, the premium increase will offset 2023 claims

# CLAIMS EXPERIENCE – CALENDAR YEAR 2022

**Premium v. Claims (PEPM)**



## Highest Months

- 154.3% - April 2022
- 160.2% - July 2022
- 184.5% - October 2022
- 167.0% - November 2022



# CLAIMS EXPERIENCE – HMO ONLY

## CAPK

### Anthem HMO

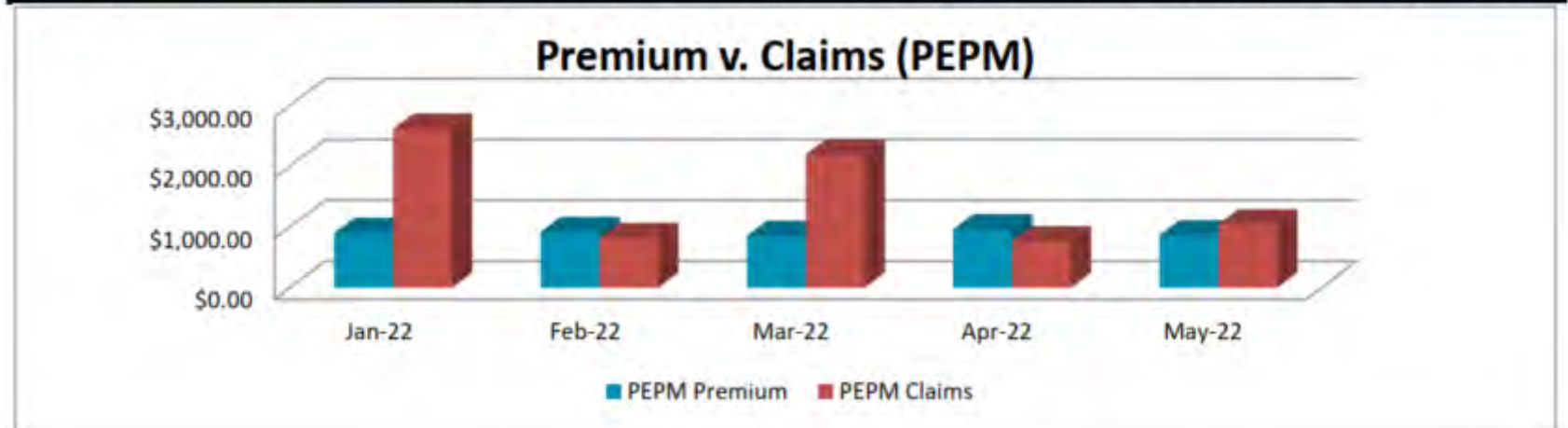
Paid Claims Period: 1/1/2022 through 12/31/2022

Month	EE	Members	Premium		Claims					Loss Ratio
			Total	PEPM	Medical	Capitation	Rx	Total	PEPM	
Jan-22	432	812	\$399,385	\$924.50	\$276,757	\$98,112	\$78,879	\$453,747	\$1,050.34	113.6%
Feb-22	430	803	\$395,314	\$919.33	\$282,222	\$98,733	\$74,704	\$455,658	\$1,059.67	115.3%
Mar-22	430	797	\$396,577	\$922.27	\$159,490	\$99,480	\$107,285	\$366,256	\$851.76	92.4%
Apr-22	425	802	\$392,689	\$923.97	\$460,223	\$99,748	\$95,518	\$655,490	\$1,542.33	166.9%
May-22	424	797	\$406,282	\$958.21	\$337,660	\$100,960	\$84,020	\$522,640	\$1,232.64	128.6%
Jun-22	433	808	\$398,932	\$921.32	\$188,661	\$101,925	\$116,474	\$407,060	\$940.09	102.0%
Jul-22	440	820	\$399,893	\$908.85	\$441,816	\$103,716	\$94,925	\$640,457	\$1,455.58	160.2%
Aug-22	431	796	\$411,710	\$955.24	\$160,321	\$101,649	\$100,480	\$362,450	\$840.95	88.0%
Sep-22	422	783	\$381,990	\$905.19	\$221,163	\$100,385	\$121,424	\$442,973	\$1,049.70	116.0%
Oct-22	415	771	\$384,967	\$927.63	\$501,049	\$98,692	\$110,409	\$710,149	\$1,711.20	184.5%
Nov-22	411	763	\$377,674	\$918.91	\$410,783	\$98,990	\$121,020	\$630,793	\$1,534.78	167.0%
Dec-22	406	758	\$375,752	\$925.50	\$183,961	\$99,059	\$111,958	\$394,978	\$972.85	105.1%
<b>Total</b>	<b>5,099</b>	<b>9,510</b>	<b>\$4,721,165</b>	<b>\$925.90</b>	<b>\$3,624,107</b>	<b>\$1,201,449</b>	<b>\$1,217,095</b>	<b>\$6,042,651</b>	<b>\$1,185.07</b>	<b>128.0%</b>

- HMO only is running at 128.0%
- PPO loss ratio tracking/release ended in May 2022 due to # of lives
- See next slide
- The HMO high loss ratio months match the overall months

# CLAIMS EXPERIENCE – PPO ONLY

CAPK									
Anthem PPO									
Paid Claims Period: 1/1/2022 through 5/31/2022									
Month	EE	Members	Premium		Claims				Loss Ratio
			Total	PEPM	Medical	Rx	Total	PEPM	
Jan-22	71	109	\$63,988	\$901.24	\$175,462	\$10,275	\$185,737	\$2,616.02	290.3%
Feb-22	70	107	\$63,988	\$914.11	\$25,602	\$31,680	\$57,281	\$818.31	89.5%
Mar-22	69	106	\$58,719	\$851.00	\$118,997	\$32,252	\$151,250	\$2,192.02	257.6%
Apr-22	69	106	\$66,187	\$959.24	\$17,608	\$35,032	\$52,640	\$762.90	79.5%
May-22	70	108	\$60,332	\$861.89	\$39,998	\$32,867	\$72,865	\$1,040.92	120.8%
Total	349	536	\$313,214	\$897.46	\$377,667	\$142,106	\$519,773	\$1,489.32	165.9%



PPO loss ratio tracking/release ended in May 2022 due to # of lives

# HIGH-COST CLAIMS





# HIGH-COST CLAIMS

## CAPK

### Anthem HMO Only

Rolling 12 Claims Exceeding \$50,000

Paid Claims Period: 1/1/2022 through 12/31/2022

	Plan	ACTIVE (YES/NO)	HEALTH CONDITION CATEGORY	PRIMARY MEDICAL DIAGNOSIS	MEDICAL CLAIMS	DRUG CLAIMS	TOTAL PAID CLAIMS	Most Recent Month of Claims	CLAIMS AFTER \$200K POOLING
1	HMO	No	Neoplasms - Malignant	MALIGNANT NEOPLASM OF STOMACH	\$456,215	\$3,065	\$459,280	\$0	\$259,280
2	HMO	Yes	Infectious/Parasitic	COCCIDIOIDOMYCOSIS	\$323,285	\$715	\$324,001	\$0	\$124,001
3	HMO	Yes	Endocrine/Metabolic	OVERWEIGHT AND OBESITY	\$258,998	\$5,050	\$264,047	\$17,338	\$64,047
4	HMO	Yes	Infectious/Parasitic	OTHER SEPSIS	\$137,126	\$80,856	\$217,982	\$2	\$17,982
5	HMO	Yes	Respiratory System	OTHER PLEURAL CONDITIONS	\$199,103	\$117	\$199,220	\$0	
6	HMO	Yes	Digestive System	OTHER DISEASES OF ANUS AND RECTUM	\$1,061	\$137,333	\$138,394	\$0	
7	HMO	Yes	Digestive System	OTHER DISEASES OF LIVER	\$10,102	\$112,985	\$123,087	\$10,102	
8	HMO	Yes	Diseases of the Skin	INTRAOP POSTPROC COMP SKN SUBQ TISS	\$108,798	\$2,910	\$111,708	\$221	
9	HMO	No	Endocrine/Metabolic	TYPE 2 DIABETES MELLITUS	\$111,576	\$0	\$111,576	\$0	
10	HMO	Yes	Infectious/Parasitic	OTHER SEPSIS	\$91,979	\$1,048	\$93,028	\$12,074	
11	HMO	Yes	Injury & Poisoning	FRACTURE OF FOOT & TOE EXCEPT ANKLE	\$87,567	\$381	\$87,948	\$0	
12	HMO	Yes	Digestive System	ULCERATIVE COLITIS	\$84,447	\$1,306	\$85,752	\$0	
13	HMO	No	Digestive System	OTH & UNS NONINFECTIVE GE & COLITIS	\$13,166	\$72,307	\$85,473	\$8,827	
14	HMO	Yes	Infectious/Parasitic	OTHER SEPSIS	\$79,246	\$1,646	\$80,892	\$11,931	
15	HMO	Yes	Infectious/Parasitic	OTHER SEPSIS	\$75,519	\$109	\$75,628	\$1,162	
16	HMO	Yes	COVID-19	EMERGENCY USE OF U07	\$1,437	\$54,088	\$55,525	\$0	
17	HMO	Yes	Digestive System	PARALYT ILEUS INTEST OBST W/O HERN	\$50,712	\$68	\$50,780	\$0	
18	HMO	No	Nervous System	TOXIC ENCEPHALOPATHY	\$48,473	\$1,964	\$50,437	\$0	
<b>Total High Cost Claimants</b>					<b>\$2,138,811</b>	<b>\$475,946</b>	<b>\$2,614,757</b>		<b>\$465,310</b>

- Total High Claims = \$2,614,757
- Four claims exceeded the \$200K Pooling Point
- Total Pooled claims = \$465,310



# PLANNING & RENEWAL TIMELINE



# 2023 CALENDAR YEAR TIMELINE

## 1st Quarter

### January

- + Claims Monitoring

### February

- + Claims Monitoring

### March

- + Claims Monitoring
- + Ancillary Marketing

## 2nd Quarter

### April

- + Explore ICHRA's
- + Claims Monitoring
- + **Board Meeting 4/26**
- + Anthem Utilization

### May

- + Claims Monitoring
- + Pre-Renewal Strategy
- + Market or No Bid?

### June

- + Anthem Renewal Release
- + ICHRA Review
- + CAPK Board Meeting

## 3rd Quarter

### July

- + Finalize Renewal
- + Decision
- + OE Communication Planning Meeting

### August

- + OE Planning

### September

- + IMA Mid-Year Case Review

## 4th Quarter

### October

- + Open Enrollment

### November

- + Submit OE to carrier

### December

- ✓ Misc. Clean Up

If ICHRA's prove to be a viable option that CAPK pursues, this timeline will change to reflect the termination of Anthem and Implementation of ICHRA Administration

# RENEWAL TIMELINE

Proposed Renewal, Marketing, and Open Enrollment Action Plan – 2024 Renewal		
Action Item	Date(s)	Responsible Parties
<b>Renewal Planning</b>		
Census request	Complete	Bolton
Renewal Expected from Carriers*	June 30	Bolton and Carriers
Conduct Marketing (if applicable)	Start Mid-April	Bolton
Negotiate Anthem No Bid (if applicable)	Start Early May	Bolton & Anthem
CAPK Board Meeting – Provide Status	June 28	Bolton Present Status
Review Initial Renewal Negotiations & Options	Week July 10	Bolton & CAPK
Present Marketing/Negotiations to CAPK	Mid-July	Bolton
CAPK Renewal Decision	July 28	CAPK
<b>Open Enrollment Planning</b>		
Accept renewals/request materials for OE Meeting	Week of July 31	Bolton and CAPK
Resume preparation of Employee Communications	Week of July 31	Bolton
CAPK to provide meeting dates, counts, contributions, etc.	Week of August 7	CAPK
Request carrier presence for OE Meeting dates	Week of August 7	Bolton and Carriers
Submit Draft of Employee Communications	Week of August 7	Bolton and CAPK
Employee Communications Finalized	Week of August 21	Bolton and CAPK
Conduct Open Enrollment	Week of Month October	Bolton, CAPK & Carriers
<b>Post Open Enrollment</b>		
Transmit elections to insurance carriers	Week of Month December	Bolton, CAPK & Carriers
Renewal Effective Date	January 1	CAPK and Carriers
Audit Carrier Billing Statements	February 1	Bolton and CAPK
Post Open Enrollment Follow Up	March 1	Bolton and CAPK

\*The timeline will shift in accordance with the final release of the Anthem Medical Renewal  
Open Enrollment could shift to early November

# APPENDIX



## About Bolton

Bolton is a full-service insurance broker based in California that handles the employee benefits, property and casualty and risk management needs for thousands of clients across the globe. It's what we've done for close to a century. Our insurance and risk management services involve helping you find the right solutions, providers and coverage levels that meet your needs and drive your goals today — and keep you in good shape for what may come tomorrow.



## MEMORANDUM

To: Board of Directors

From: Lisa McGranahan, Director of Human Resources

Date: April 26, 2023

Subject: *Agenda Item V(b)*: Updated Covid Policies and Recommendations – **Action Item**

---

On April 4, 2023, CAPK received notification that the national Head Start vaccine and mask mandate implemented in November 2021 was vacated by the District Court for the Northern District of Texas. The Court's decision struck down the rule nationwide. The Court delayed the effective date of its decision for seven days from its release (until April 7, 2023), to allow the U.S. Department of Health and Human Services (HHS) the opportunity to appeal.

CAPK adopted an equitable agency-wide vaccination policy. Since the Court ruling, CAPK Management is seeking approval for the following recommendations to be effective immediately:

- Terminate the current Covid Travel policy. Employees returning from business travel will no longer need to test.
- Terminate the current Mandatory Vaccination policy for employees and volunteers, including the weekly testing requirement. New hires will no longer be required to be vaccinated or request a medical or religious exemption.
- Update the Suspected or Confirmed Cases in the Workplace policy with the most recent OSHA guidelines.

**Recommendation:**

Staff recommends that the Board of Directors approve the termination of the Covid Travel Policy and Vaccine Policy and approve the revised Suspected or Confirmed Cases in the Workplace policy.

**Attachment:**

*COVID-19 Suspected or Confirmed Cases in the Workplace Policy*



## **POLICY AND PROCEDURE**

**TITLE:** Suspected or Confirmed Cases of COVID-19 in the Workplace

**APPROVED:** DATE

**APPLIES TO:** Community Action Partnership of Kern Employees

### **POLICY:**

Community Action Partnership of Kern (CAPK) is taking proactive steps to address business concerns. We want to maintain a safe workplace and continue to adopt practices protecting the health of employees, customers, and visitors. We also want to ensure the continuity of business operations. We ask all employees and management to cooperate in taking steps to reduce the transmission of communicable diseases in the workplace.

### **SCOPE:**

This policy applies to all CAPK employees.

### **GUIDELINES:**

The following are COVID-19 Employee and Management Workplace Guidelines. These guidelines are intended to provide an overview of Cal/OSHA and CDC guidelines and applicable laws and are in no way intended to supersede or modify applicable law and/or existing CAPK policy and procedure.

### **SUSPECTED OR CONFIRMED CASES OF COVID-19 IN THE WORKPLACE - EMPLOYEE**

#### **Symptoms**

All employees should self-monitor for COVID-19 symptoms, including those listed below, which may appear 2-14 days after exposure to the virus. Employees are encouraged to stay home if symptomatic, but are not required to report symptoms to the covid team.

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

### **Direct Exposure to Covid-19**

**If an employee has been exposed to someone with covid, they must report the exposure to the covid team.**

- Not symptomatic: Employee will remain at work and test on day five (5).
- Symptomatic: Employee will isolate and test on day five (5).

### **Testing of Exposed Employees**

CAPK shall take the following actions when there has been a COVID-19 case at the place of employment:

- Provide COVID-19 testing available at no cost during regular shift to
  - All employees exposed in the workplace.

### **Return to/Remain at Work Criteria**

If exposed and not symptomatic, employee tests negative on day five (5).

If exposed and symptomatic, employee remains off work, and tests negative on day five (5).

If positive for Covid:

- Employee completes 10-day quarantine and symptoms have resolved, or
- Employees tests negative five (5) days after the initial positive, and symptoms have resolved.

### **Suspected or Confirmed Cases of COVID-19 In the Workplace – Supervisor/Managers**

- Employees who have symptoms related to COVID-19 do not have to go home but are encouraged to do so. They will be required to go home if they are symptomatic AND were exposed to covid.
- Covid Team must provide clearance before an employee can be allowed to return from a covid case.





## MEMORANDUM

To: Board of Directors

From: Rebecca Moreno, Director of Housing and Supportive Services

Date: April 26, 2023

Subject: *Agenda Item V(c)*: County of Kern – County Administrative Office Request for Proposal for the Management and Operation of Supportive Services Village – **Action Item**

---

Through the County of Kern's Administrative Office, the agency is submitting a competitive bid to manage and operate the Supportive Services Village in Oildale. The Support Services Village is a non-congregate low barrier navigation center for unsheltered persons. The facility is currently under constructed and expected to be completed by October 2023.

The county is accepting proposals for the operation of a 24/7 managed site at 201 East Roberts Lane with 50 units, and the facilitation of co-located coordinated and integrated services such as mental health and substance use support. CAPK will submit a proposal that provides case management services focused on clearing barriers and preparing clients for the transition to permanent housing. We will utilize many of the policies and procedures in place at M Street Navigation to establish a framework that includes local engagement of the homeless population in Oildale, a good neighbor policy, and wrap around services that address the multitude of factors in homelessness.

The grant application is due on May 5, 2023.

This request aligns with CAPK's mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

### **Recommendation:**

Staff recommends the Board of Directors approve the submission of the County of Kern's Administrative Office Request for Proposal for the management and operations of Supportive Services Village.

### **Attachment:**

*Request for Proposal – Support Services Village*

COUNTY OF KERN  
COUNTY ADMINISTRATIVE OFFICE

REQUEST FOR PROPOSAL

for the management and operation of  
Supportive Services Village

DUE . . . . . May 5 ,2023

TIME . . . . . Before 11:00 a.m.

**COUNTY OF KERN**

**COUNTY ADMINISTRATIVE OFFICE**

**Request for Proposal to Provide: Management and Operation of Supportive  
Services Village**

The County of Kern is seeking qualified organizations, agencies, or other vendors ("Proposer")

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Amanda Ruiz  
Kern County Administrative Office  
1115 Truxtun Avenue, Fifth Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3171  
ruizam@kerncounty.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: **"Operation of Supportive Services Village"**

**Projected Timetable**

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date . . . . . March 22, 2023  
Pre-Proposal Meeting . . . . . April 14, 2023  
Proposal Due Date . . . . . May 5, 2023  
Proposal Due Time . . . . . Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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## **I. GENERAL INFORMATION**

### **A. Project Background**

The County Administrative Office is seeking a qualified vendor to operate a non-congregate low barrier navigation center for unsheltered persons experiencing homelessness. This facility is currently under construction and expected to be completed in October 2023.

The County is interested in obtaining proposals from qualified Vendors. Proposals shall generally include:

- Operation of a 24/7 managed site at 201 East Roberts Lane as a low barrier navigation center utilizing a housing first model; and
- Facilitation of co-located coordinated and integrated services focused on enabling an integrated, emergency housing and resources site to shelter and mitigate the impacts of living in conditions not intended for human habitation; and
- Case management services focused on clearing barriers and preparing clients for the transition into permanent housing; and
- The establishment and implementation of proposed policies, procedures, safety plans, participation practices, dismissal from property and engagement rules.

The vision of the Supportive Services Village site (“Site”) is to 1) provide temporary, emergency housing for those experiencing homelessness in Kern County, in particular the Oildale community, and, 2) provide opportunities for connecting to services with a specific emphasis on mental health and substance use services. The Site will serve as a first step to go beyond the provision of housing and assist individuals and families to connect to providers to graduate those experiencing homelessness out of homelessness.

### **B. Services Required of Successful Proposer**

The County has developed the attached **Exhibit “A”** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

### **C. Services Provided by the County**

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

#### **D. Selection Process**

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

#### At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an "At-Risk Employer," Vendor shall state below that you have provided gainful employment to "at-risk" individuals residing in Kern County for at least one (1) year prior to submitting this bid; and continue to provide gainful employment to 'at-risk individuals. "At-Risk Individuals" are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern. *(state qualifying information with returned RFP response).*

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
  - (a) Proposer's understanding of the RFP requirements and end result.
    - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
    - ii. Does proposal address all requested objectives & deliverables?

- iii. Does proposal offer specific solutions that address problems & our desired objectives?
- (b) Proposer's proposed approach to tasks.
  - i. Does the approach show innovative or advanced techniques
  - ii. Does the approach make sense for this project?
  - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
  - iv. Are there any apparent discrepancies or omissions in proposal?
  - v. Is the proposed transition or milestone implementation plans feasible?
- (c) Proposer's experience in similar projects.
  - i. Does proposer have a proven track record with similar projects?
  - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
  - iii. What is the overall exposure/experience of the proposer with government sector projects?
  - iv. Does proposal provided types, number & duration of current and previous contracts?
- (d) Fee OR proposed rates.
  - i. Has proposer revealed and described all costs? Are there any hidden costs?
  - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
  - iii. Does proposer list prior contracts that were conducted on time and within budget?
  - iv. Does proposal state length of time for firm pricing?
- (e) Estimated completion date(s) or required start date
  - i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
  - ii. Does proposal address any time frames mandated by law?
  - iii. Does proposal address the length of time to complete one-time services?
  - iv. Does proposal describe in detail each project phase and the time needed for completion?
  - v. Does the proposal benchmark critical events in the completion of the project?
- (f) Client references.
  - i. Are proposer's referenced projects similar in size & scope?
  - ii. Do references report any negative aspects with their experience with proposer?



- iii. Do references report proposer's capabilities in problem solving during project?
  - iv. Do references indicate successful billing/invoicing processes?
  - v. How did the reference award previous business to the proposer?
- (g) Qualifications of proposer's staff for the project.
  - i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
  - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
  - iii. Does proposer's response address productivity and utilization of staff/management assignments?
- (h) Any other factors the Evaluation Committee deems relevant, for example:
  - i. Does proposal offer technology advances included in work approach?
  - ii. How feasible is the transition plan/milestone steps of proposer's plan?
  - iii. Other
- 4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
- 7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of

Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**

8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
  - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
  - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

#### **E. Solicitation Caveat**

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

#### **F. Time**

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

#### **G. Standard County Master Terms & Conditions**

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 60 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

## **H. Insurance Requirements**

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**  
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. **Liability Insurance Requirements:**

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
  - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

**I. Modifications to Scope of Work**

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

**J. News Releases**

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Chief Administrative Officer or designee.

**K. Compensation**

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

**L. Statutes and Rules**

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

**M. Background Review**

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to

the County such books and records the County deems necessary to conduct the review.

#### **N. Organizational Conflict of Interest**

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

### **II. PROPOSAL INFORMATION AND REQUIREMENTS**

#### **A. General Instructions**

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

#### **B. Business Address**

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed



Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

### **C. Corrections and Addenda**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the **County Administrative Office, 1115 Truxtun Avenue, Fifth Floor, Bakersfield, CA, 93301**, if the proposer has previously submitted a Proposal to the department).

**Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.**

### **D. Proposal Format and Contents**

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

#### **1. Cover Page:**

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

#### **2. Corporate/Agency Profile:**

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

### **3. Qualifications and Experience:**

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

#### **Documentation of Satisfactory Past Performance/References**

**Provide a minimum of three (3) reference letters** for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;

- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

**Provide a list of all clients** with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

#### **4. Credentials/Resumes:**

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

#### **5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:**

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.

- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before **November 1, 2023**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

## 6. **Cost of Service:**

The Proposal shall clearly state all the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance. Budgets shall be reflected of maintaining operations at a capacity of 50 clients.

The budget presented in this RFP is an estimate only. Awarding a contract as a result of this RFP is in no way guaranteeing that the County accepts and approves the submitted budget. The actual budget for each contract will depend on available funding at the time of contract award.

Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

## 7. **Insurance:**

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

**8. Additional Information:**

Include any other information you believe to be pertinent but not required.

**9. Confidential Information:**

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

**IF CONFIDENTIAL INFORMATION IS SUBMITTED:**

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

b. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

"\_\_\_\_\_ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

By:\_\_\_\_\_ Date:\_\_\_\_\_

Confidential information as discussed in this section II.D.9 may include:

**Technical Information**

a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information,

knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

### **Financial Information**

a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

### **Business Development-Related Information**

a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

## **E. Disposition of Proposals and Proprietary Data**

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the

Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

## **F. Post RFP Issuance**

### **1. Questions**

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit "A." Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

### **2. Pre-Proposal Meeting**

A Pre-Proposal meeting has been set for April 14, 2023, at 09:00 a.m. The meeting will be held via Teams. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

#### **Teams Information for Pre-Proposal Meeting:**

Meeting Link: [Click Here](#)

Meeting ID: 266 786 720 81/ Passcode: 7V2iQM

Phone Call In: 1-861-296-3421, Conference ID: 722 701 81#

## **G. Proposal Submission**

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft

Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division  
REQUEST FOR PROPOSAL  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on May 5, 2023** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

**RFP Proposals are not publicly opened.**

#### **H. Withdrawal and Submission of Modified Proposal**

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.



## **Exhibit A**

### **I. BACKGROUND**

The following is a brief summary including details that generally describe the services the County is currently receiving including data and usages in order to provide additional context.

At any given time, there are more than 700 unsheltered people in Kern County. The four major shelters in the Bakersfield Metro Area each have unique characteristics that make them suitable for specific homeless populations. The Supportive Services Village, which is the subject to this RFP, will operate substantially similarly to other low barrier navigation centers in the Bakersfield area, except that instead of congregate facilities it will feature fifty (50) non-congregate sleeping quarters from Pallet Shelter. These non-congregate shelters will offer a place where people experiencing homelessness can stay while having access to behavioral health resources and supportive services to assist with transitioning to permanent housing.

### **II. DESIRED OBJECTIVE(S)/SCOPE OF WORK**

The following is a general list of the desired outcome(s) that are essential to be achieved as a result of this request to manage and operate a non-congregate shelter/supportive services village at 201 E. Roberts Lane, Bakersfield, CA 93308.

The outcome of this RFP is to provide additional safe temporary living environments for individuals experiencing homelessness, some of who may desire an alternative to congregate shelter facilities. This RFP seeks to select an applicant proposing to operate and manage a facility of fifty (50) dwellings that are insulated, have cooling and heating features that have individual unit control, ventilated, secure to allow for safe storage of personal possessions, and connected to utilities.

In addition to the fifty (50) dwellings, the Supportive Services Village will also include the following (See **Exhibit C** for Site Plan):

- Two (2) Community Buildings
- Two (2) Administrative Buildings
- Two (2) Staff Restrooms
- Security Booth
- Four (4) Showers/Restrooms Buildings
- Laundry Buildings
- Fenced Pet Run
- Perimeter fencing
- Site lighting
- Outdoor space

Additionally, the program will focus on helping adults transitioning from brief or long periods of living unsheltered. Successful applicants will propose development and services designed to promote the physical and emotional safety of residents and staff in the least restrictive manner possible.

Services will be offered during times that meet the needs of residents and be tailored to meet the diverse needs of the community. Whenever possible, residents are to be offered additional physical, emotional, and psychological support needed to ensure success in the program and reduce exits to the streets. Housing navigation services must be included by applicants. Proposers will be required to engage in Coordinated Entry, Homeless Management Information System (HMIS), and abide by Housing First principles.

**Required Scope of Services:**

- Site management, including staffing for operations, security and property management.
- Site cleaning and maintenance.
- Micro-Shelter cleaning and maintenance.
- Case Management.
- Intake and Assessment, with priority to those experiencing homelessness in the Oildale area.
- Crisis Intervention & Conflict Resolution.
- Residential Supervision Plan.
- Three (3) Meals Daily.
- Ability to accommodate pets.
- Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others' health and safety and consider COVID-safe protocols.
- Security or Security Center (for video monitoring and entry security).
- Site User Violations/Grievance Procedure that includes:
  - Notice with specific information explaining misconduct and how it violated site rules.
  - Grievance process & meeting with site user.
  - Reasonable Accommodation Process.
  - Just-cause required.
  - Referral to appropriate service/shelter alternatives if resident must leave.
- Outreach to and coordination with service providers from the County, local non-profit providers, hospitals/clinics and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health and substance use services, crisis intervention and benefit navigation.
- Coordination with the community to address issues that arise in nearby areas, including but not limited to a Good Neighbor Policy.

- Security to include the prohibition of weapons of any kind, and potentially dangerous activities or materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.).
- Prescription medications are to be monitored and self-administered by the resident. Narcotics and alcohol use is not permitted at the site.
- Intake of persons entering site, including demographic information for HUD reporting purposes.

### **III. ESTIMATED VALUE/COST**

The following is a general outline of the estimated budget or value/cost of the work and/or services to be performed.

It is anticipated that the services described under Section II will be funded with American Rescue Plan Act Funds and/or State Grant funds.

Please Include the following within the proposal:

- A detailed program budget inclusive of one-time start-up costs, delineating start-up costs vs. ongoing costs for the operation of a 24/7, Supportive Services Village
- Cost shall be inclusive, i.e., salaries, benefits, overhead, operating costs, services costs, start-up costs, rentals/leases, transportation, etc.

### **IV. BUSINESS AND/OR WORK ENVIRONMENT**

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirements of the work and programs, systems and infrastructure) in the operation and management of the Supportive Services Village will be required.

- Services shall be provided at the direction of the County.
- It is preferred that the Proposer demonstrate ability to provide service with a nonexclusive focus prioritizing the Oildale area.
- Services shall be initiated as directed by County staff through methods described in the Scope of Work.
- County will also be available to meet and discuss project requirements and development at key times during the performance of the services.

### **V. DELIVERABLES**

The following are objective tangible results that the Contractor must produce in order to receive payment. This may also include deliverables with milestones dates or time periods that are required to be completed.

- i. The Contractor will provide reports as needed and on a monthly basis in advance of invoicing and should include, at minimum the following:
  - a. Total Clients Served
  - b. Number of Exits to Permanent Housing
  - c. Number of Exits due to Family Reunification
  - d. Number of Self-Exits
  - e. Number of Involuntary Exits
  - f. Numbers of Pets
  - g. Average Length of Stay
  - h. Client Demographic Information
  - i. Zip Code Prior to Intake
  - j. Referring Agency
  - k. Participation rates in mental health services
  - l. Participation rates in substance use services
  - m. Number of Critical Incidents

## **VI. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS**

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required.

- i. History of outcomes for similar or comparable work.
  - a. Project title, location and description including size of the project
  - b. Nature of vendor's responsibility
  - c. Start and end dates of vendor's involvement in the project
  - d. Names of vendor's key personnel involved in the project
  - e. Total dollar amount of vendor's contract
  - f. Name address and phone number of the project owner
  - g. Name and address of vendor's client if different from the project owner
  - h. Name and phone number of contact person at vendor's client's office
- ii. Prior experience with State and Federal funding.
- iii. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

*Revised 10/2014*

### **EXHIBIT B SAMPLE MASTER TERMS AND CONDITIONS**

#### **1. Insurance**

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at

least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of        dollars (\$) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January 1, 2012, and terminating December 31, 2014.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may



terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

#### 17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

#### 18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

#### 19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

#### 20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

#### 21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and

shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

## 22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

## 23. Amendments

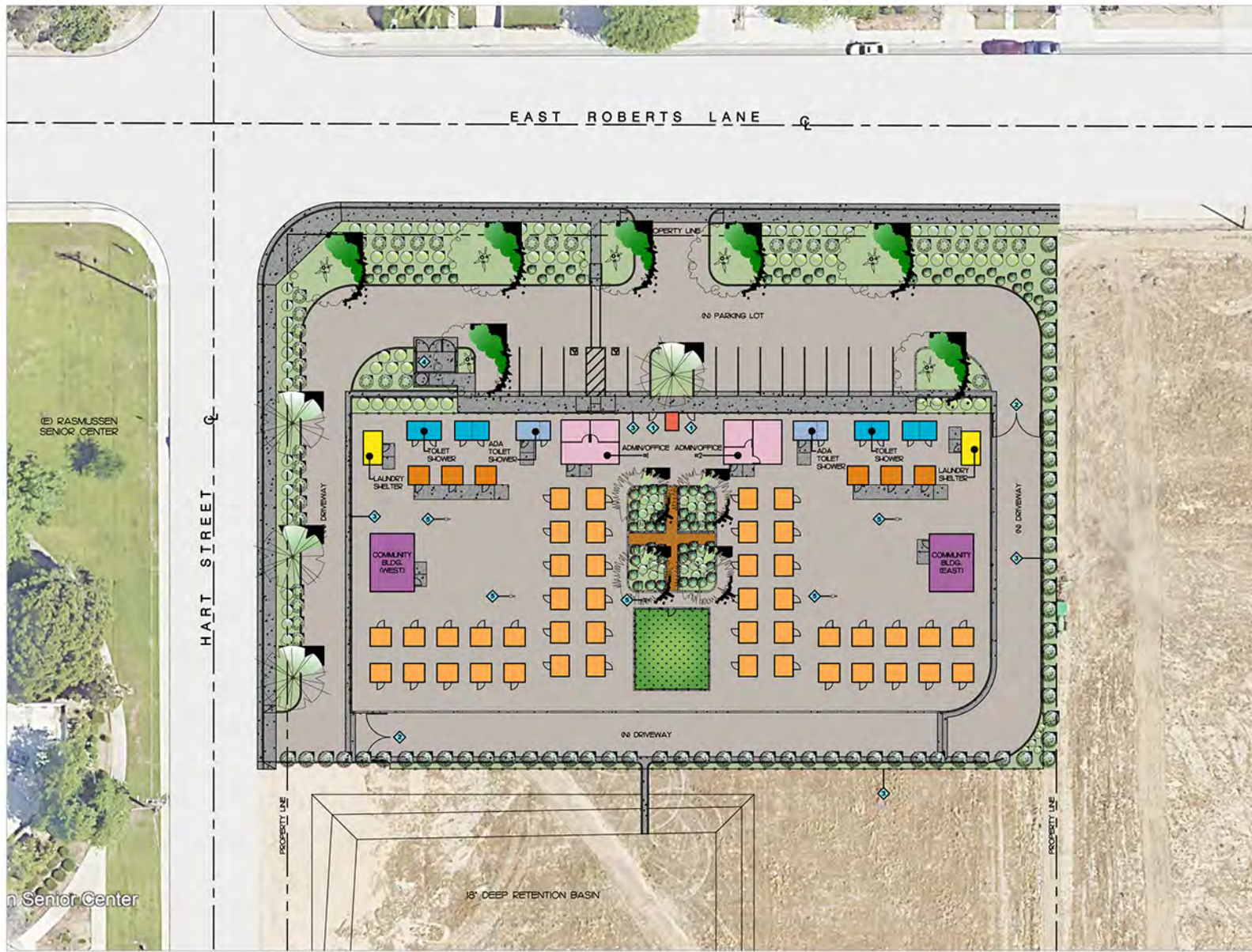
This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

## 24. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern



LEGEND	
	ADA COMPLIANT 7'-6" X 5'-6" PREFABRICATED ALUM. SECURITY BOOTH, TYPICAL OF 1
	ADA ADMIN/OFFICE BUILDING, TYPICAL OF 2
	ADA COMMUNITY BUILDING, TYPICAL OF 2
	ADA PALLET SHELTER LAUNDRY BUILDING, TYPICAL OF 2
	PALLET SHELTER STANDARD TWO STALL TOILET/SHOWER, TYPICAL OF 4
	PALLET SHELTER ADA BATHROOM/SHOWER W/ ADMIN TOILET, TYPICAL OF 2
	PALLET SHELTER ADA SINGLE SLEEPING CABIN, TYPICAL OF 6
	PALLET SHELTER SINGLE SLEEPING CABIN, TYPICAL OF 44
	6'-0" HIGH CHAIN LINK FENCED, PET AREA W/ 3'-0" WIDE CHAIN LINK GATE W/ ARTIFICIAL TURF
	CONCRETE PLATWORK MAX. SLOPE 5% MAX. CROSS SLOPE 1/2" / FT.
	A.C. PAVING
	LANDSCAPE AREAS W/ 3" NCH THK. D.G. ROCK DUST WALKWAYS
	6'-0" X 3'-0" WIDE CHAIN LINK GATE W/ 2" VINYL PRIVACY SLATS AND PADLOCK HASP
	20'-0" WIDE SLATTED CHAIN LINK GATES W/ CANE BOLTS AND PADLOCK HASP W/ FIRE DEPARTMENT LOOK BOX
	6'-0" HIGH SLATTED CHAIN LINK FENCE, TYPICAL
	TRASH ENCLOSURE
	OUTDOOR ADA COMPLIANT DRINKING FOUNTAIN, BOTTLE FILLER, AND PET STATION
	TREES SYMBOLS. REFER TO LANDSCAPE PLANS FOR DETAILS.
	SHRUB SYMBOLS. REFER TO LANDSCAPE PLANS FOR DETAILS.



GSD CONSTRUCTION SERVICES  
1115 TRUXTUN AVENUE  
BAKERSFIELD, CA 93301

## PROPOSED SITE PLAN

### SUPPORTIVE SERVICE VILLAGE

201 EAST ROBERTS LANE  
BAKERSFIELD, CA 93308



SCALE: 1" = 20'-0"  
DATE: 10-31-22





## MEMORANDUM

To: Board of Directors

*Tracy Webster*

From: Tracy Webster, Chief Financial Officer

Date: April 26, 2023

Subject: *Agenda Item V(d)*: ACH Data Breach and Updated Electronic Funds Transfer Policy – **Action Item**

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On April 13, 2023, the Finance Department became aware that we had become victim to an ACH data breach using vendor credentials. The timeline of events are as follows:

- December 9, 2022 – The Finance Department received a spoofed email from California Association of Food Banks (CAFB) inquiring about specific outstanding invoices. Referenced invoices matched pending CAPK transactions with CAFB.
- March 22, 2023 – The Finance Department received an email from the same spoofed account inquiring about two specific invoices totaling \$46,475.01. Invoices had been processed in the system and were pending payment.
- March 22, 2023 – An email from the same account was received requesting that banking information should be changed.
- March 24, 2023 – New ACH information was provided by the spoofed account and entered in the agency accounting system.
- April 5, 2023 – ACH payment was sent to the new account in the amount of \$46,475.01.
- April 10, 2023 – An email from the same account was received stating that ACH payment was not received.
- April 11, 2023 – An email was received stating that funds were not received and requested that CAPK wires funds.
- April 11, 2023 – File was transferred to Director of Finance for suspected fraud.

In this instance, the individual(s) who committed the fraudulent activity had access to detailed vendor data. It is our belief that CAFB was likely a target of a cyber-attack whereby information about invoices and contact information was obtained to begin the process of creating false ACH deposits.

We have been in contact with our bank, Wells Fargo to investigate whether there is any way to pull back funds. We have filed a police report and filed a claim with our insurance company. We expect to be reimbursed \$10,000 from our insurance company.

For the most part, ACH fraud is very rare, but it can be easy to execute. Criminals simply need an account number and a bank routing number.

**Plan of Action:**

The maintenance of internal controls and mitigating the risk of fraud requires a multi-layer approach. Over the next few months, the finance team will be engaged in strengthening the agency's fraud-mitigation plan by completing the following:

- Training - Fraud prevention training for all Finance staff. Staff will be trained to improve their professional skepticism and look out for red flags when receiving information.
- Assess risk – Leadership will conduct a risk assessment and identify internal control weaknesses to develop a comprehensive fraud risk assessment plan.
- Revise Electronic Funds Transfer Policy and Procedures – The EFT Policy and Procedures have been revised to require specific documentation and verbal confirmation with vendors prior to changing ACH information. While this improved process might slow down the activation of ACH payments for vendors, it will improve the security of the overall system. This policy will be incorporated in the CAPK Accounting and Financial Policy Manual.

**Recommendation:**

Staff recommends the approval of the attached Electronic Funds Transfer Policy and Procedures.

**Attachment:**

*Updated EFT Policy and Procedures*

## **Electronic Funds Transfer Policy and Procedures**

### **Policy Purpose**

The primary goal of this policy is to ensure Electronic Funds Transfers (EFTs) are initiated, executed, and approved in a secure manner. This policy establishes requirements with respect to domestic and international payments via EFT for payments of CAPK obligations to vendors.

### **Electronic Funds Transfer/Automated Clearing House (ACH Payments)**

Automated Clearing House (ACH). Generally refers to payments made via direct deposit and should be set up in the vendor master that denotes this payment method.

Electronic Funds Transfer (EFT). The electronic exchange (transfer of money from one bank account to another), either within a single financial institution or across multiple institutions, through computer based.

Wire transfer is an electronic transfer of funds from one bank account to another initiated directly with the payer's bank. A wire transfer of funds in payment of an obligation will only be used when the situation requires immediate funds to settle a transaction. These transactions are to be approved by the CFO prior to initiation.

### **Roles and Responsibilities**

**Accounts Payable:** will be responsible for ensuring that proper documentation, authorization, and accounting information are provided and accompany any EFT payment instructions.

**Finance Department:** Will be responsible for initiating the release of EFTs on behalf of CAPK. The Accounts Payable Supervisor, Director of Finance or the CFO will initiate and release EFT payments through the banking partner's electronic system. The Finance Department also has the responsibility to confirm EFT instructions with specific departments and individuals if there is any question as to the validity of the EFT request.

### **Procedures**

To promote the safety of CAPK funds in the EFT environment, the following procedures will be adhered to all CAPK employees requesting payments via EFT and all CAPK employees involved in processing payments via EFT:

1. The procedure to initiate an EFT is subject to the same financial policies, procedures and controls that govern disbursement by any other payment mechanism.
2. EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statute and accepted business practices.



3. Authentication of new EFT requests and changes to existing EFTs required prior to the transaction being input into the computer-based banking system and includes the following steps:
  - **Validate** all new electronic payment instruction requests received even if the request is internal.
  - **Contact** the supplier or requester directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions; do use contact information known to be genuine such as the contact information in your master supplier file or information collected from the original contract. Have the contact confirm existing payment instructions on file prior to making changes to those instructions (i.e., current bank account and routing number provided in original instructions).
  - **Verify** the new information provided on the payment instructions provided with the known contact (i.e., contact bank to confirm correct account name, number, and routing information).
  - **Document** the verification process that was followed to validate payment instructions. The person responsible for entering/updating wire instructions and the person approving new/updated wire instructions must approve the record of verification. A record of the verification must be maintained in accordance with record retention policies.
    - i. An Authorization form will be required for any changes to accounts. This form must be signed by an authorized office of the vendor's organization. A voided check or other bank documentation with the routing and the bank account information is also required for any account additions or changes.
4. When wire payments are approved, they will be set up as a template in the computer-based banking system and cannot be altered by those assigned to use it. The set-up and modifications to these templates will require two authorized CAPK signatories.
5. When ACH payments are approved, they will be set up in the vendor master database in the financial accounting system by individuals authorized to perform vendor maintenance.
6. Pre Authorization function will never be disabled without explicit approval from the Director of Finance or the CFO.
7. Bank balances will be monitored daily for unusual or unexpected transactions.
8. Reconciliation of banking activity to the general ledger will be accomplished in a timely manner with investigation and resolution of reconciling items.



*Helping People... Changing Lives.*

# Navigating Public Funding

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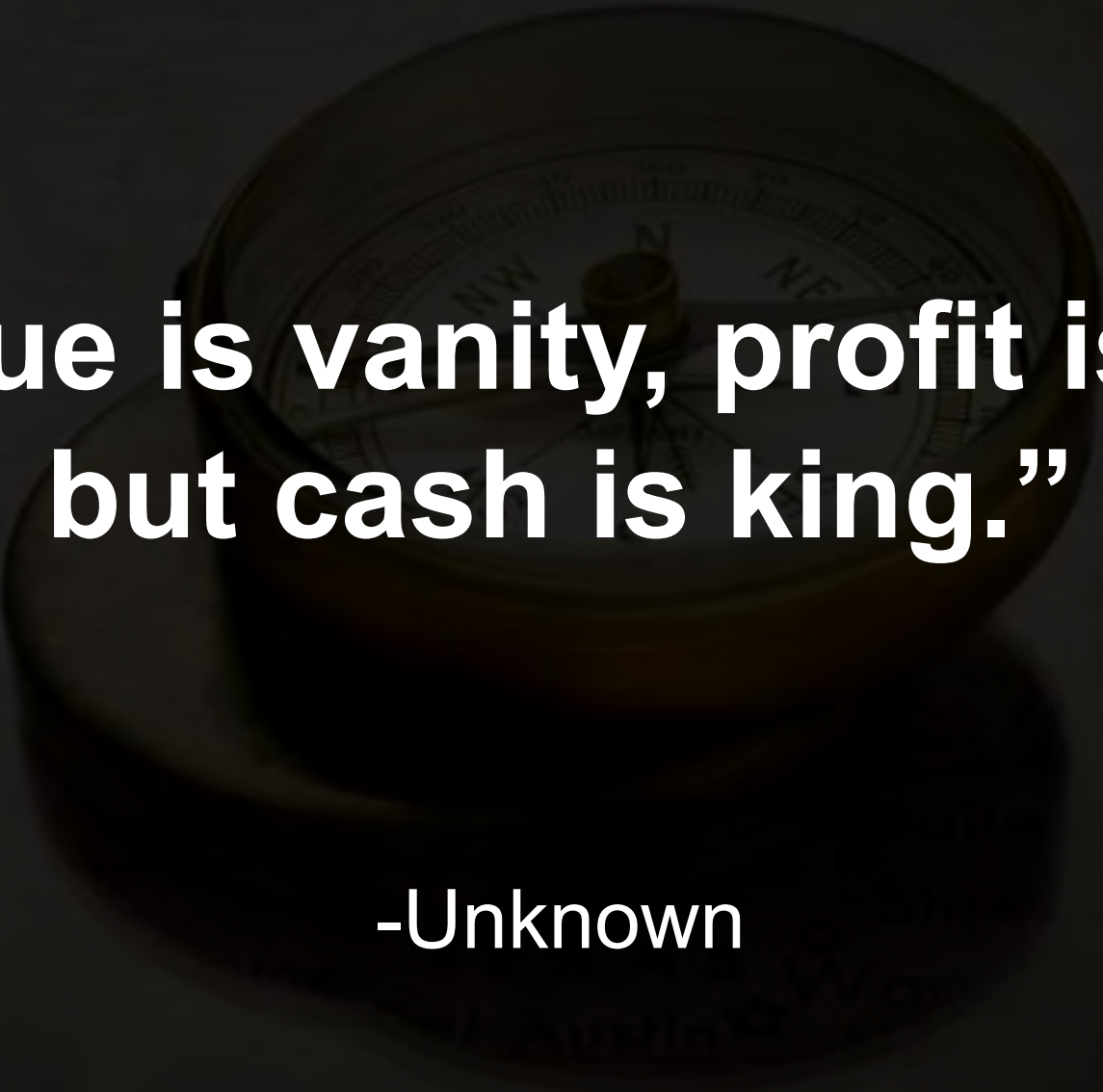
PRESENTED BY,

TRACY WEBSTER, CHIEF FINANCIAL OFFICER



# Budget Development

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A vintage brass compass with a circular face and a needle, resting on an old, textured map. The compass is positioned in the center of the frame, and its reflection is visible on the surface it sits on. The map in the background shows various geographical features and text, including the word "Alabama" and "Birmingham".

**“Revenue is vanity, profit is sanity,  
but cash is king.”**

**-Unknown**

# Purpose of budget

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## Mission, Vision and Values:

Numerical expression of an organization's dreams that serves as a guide or measure of acceptable financial performance.

## Direction:

Plan for obtaining funds to spend according to designated purpose.

## Control:

Budgeting paints a clear picture of how much cash is coming in and how much is going out. This improves decision making



**Budget planning should involve cash flow planning.**

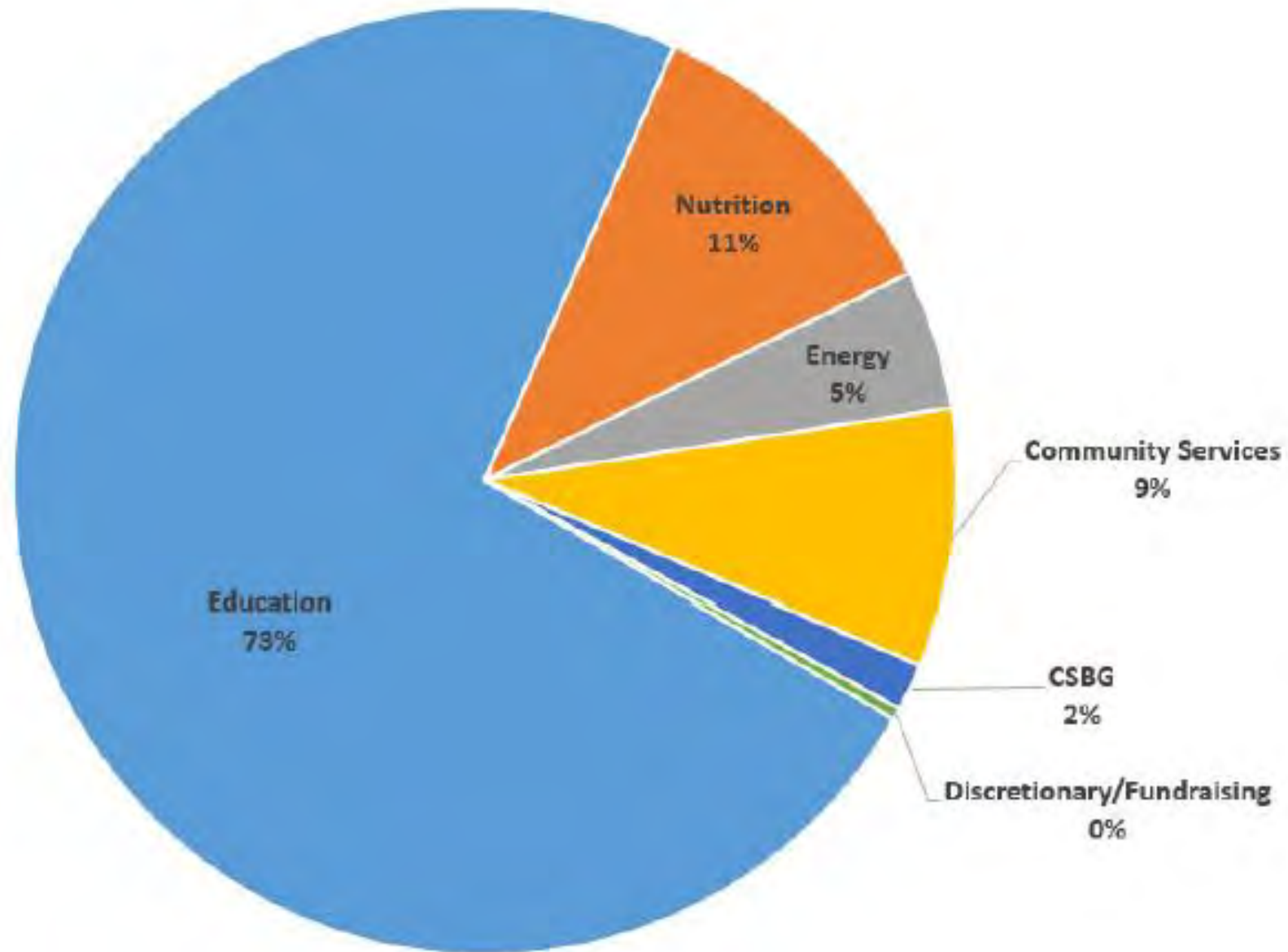
# Budget to Actual

How are we spending?  
Are we on track?  
Will we get there?

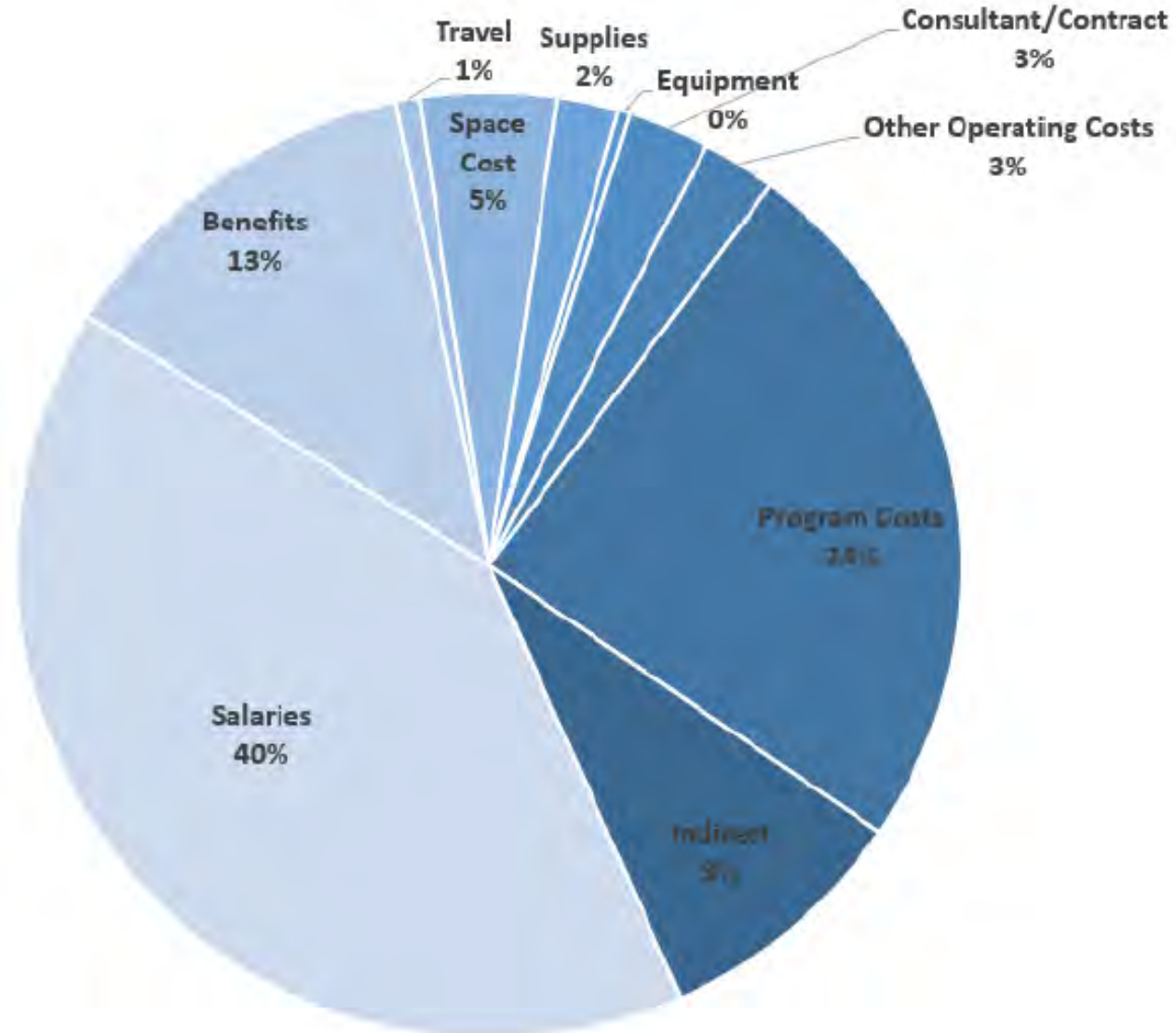
## COMMUNITY ACTION PARTNERSHIP OF KERN BUDGET TO ACTUAL FOR THE PERIOD 03-01-22 TO 12-31-22 (83.3%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	29,545,588	9,032,654	77%
BENEFITS	11,160,531	8,075,364	3,085,167	72%
TRAVEL	721,930	582,463	139,467	81%
SPACE COST	23,506,027	15,105,365	8,400,662	64%
SUPPLIES	3,253,861	2,226,976	1,026,885	68%
EQUIPMENT	831,379	1,678,760	(847,381)	202%
CONSULTANT/CONTRACT SERVICES	3,798,580	3,320,550	478,030	87%
OTHER COSTS	3,449,253	3,215,396	233,857	93%
PROGRAM COSTS	11,277,182	14,119,711	(2,842,529)	125%
INDIRECT	7,597,038	6,509,107	1,087,931	86%
TOTAL	104,174,023	84,379,280	19,794,743	81%

## 2023-24 Total Agency Expenditure Budget = \$109,269,816



## 2023-24 Total Agency Expenditure Budget = \$109,269,816



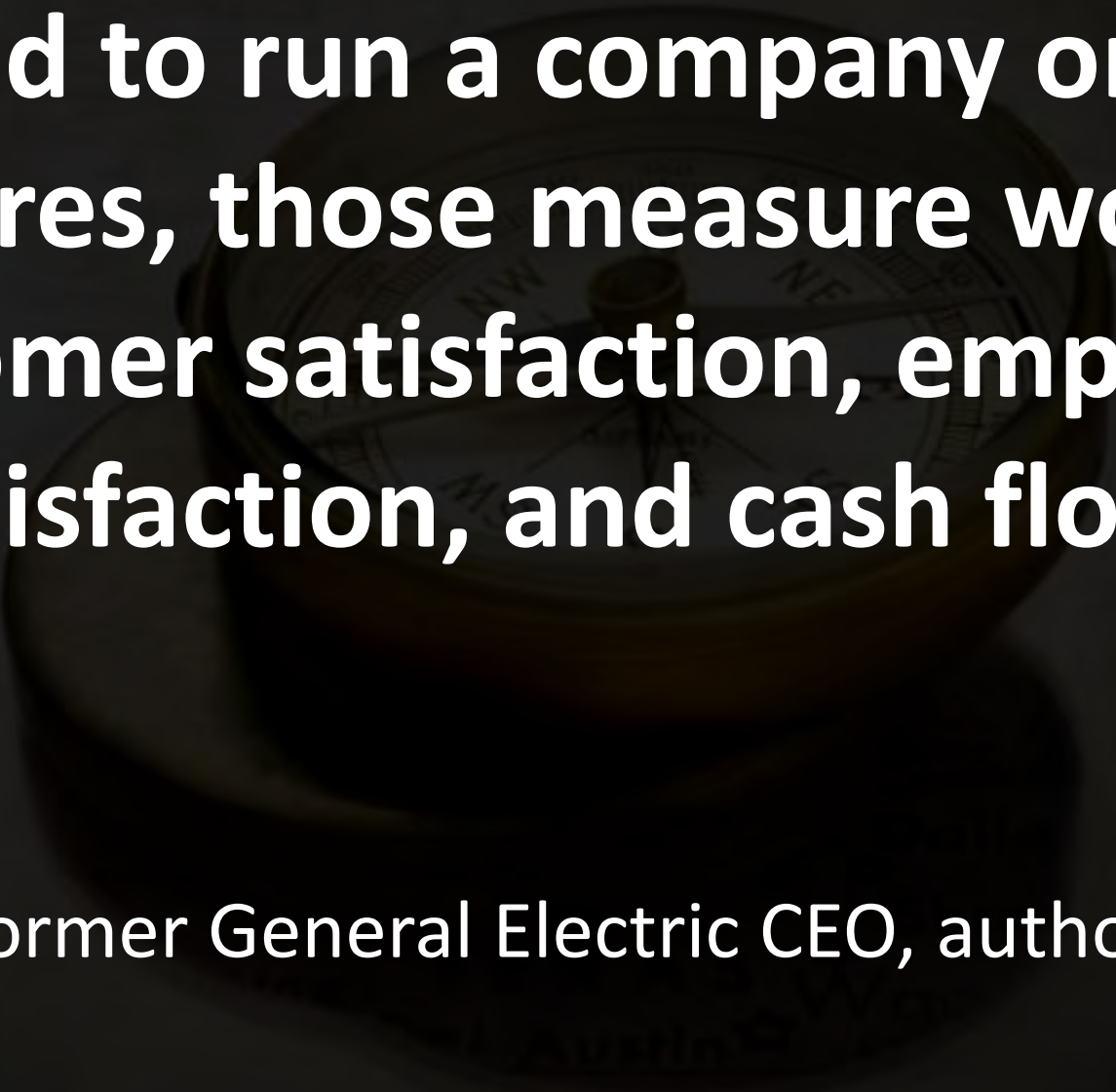
Benefits are budgeted to be approximately 31% of total compensation





# Planning for Cash Flow

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**“If I had to run a company on three measures, those measure would be customer satisfaction, employee satisfaction, and cash flow.”**

**-Jack Welch, Former General Electric CEO, author and engineer**

# How does CAPK manage cash flow?

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1. **Pre-grant** – Planning and research before application

2. **Post-grant award**

- Calendar of reporting dates
- Timely submission of claims
- Regular tracking of accounts receivable
- Follow-up with funders

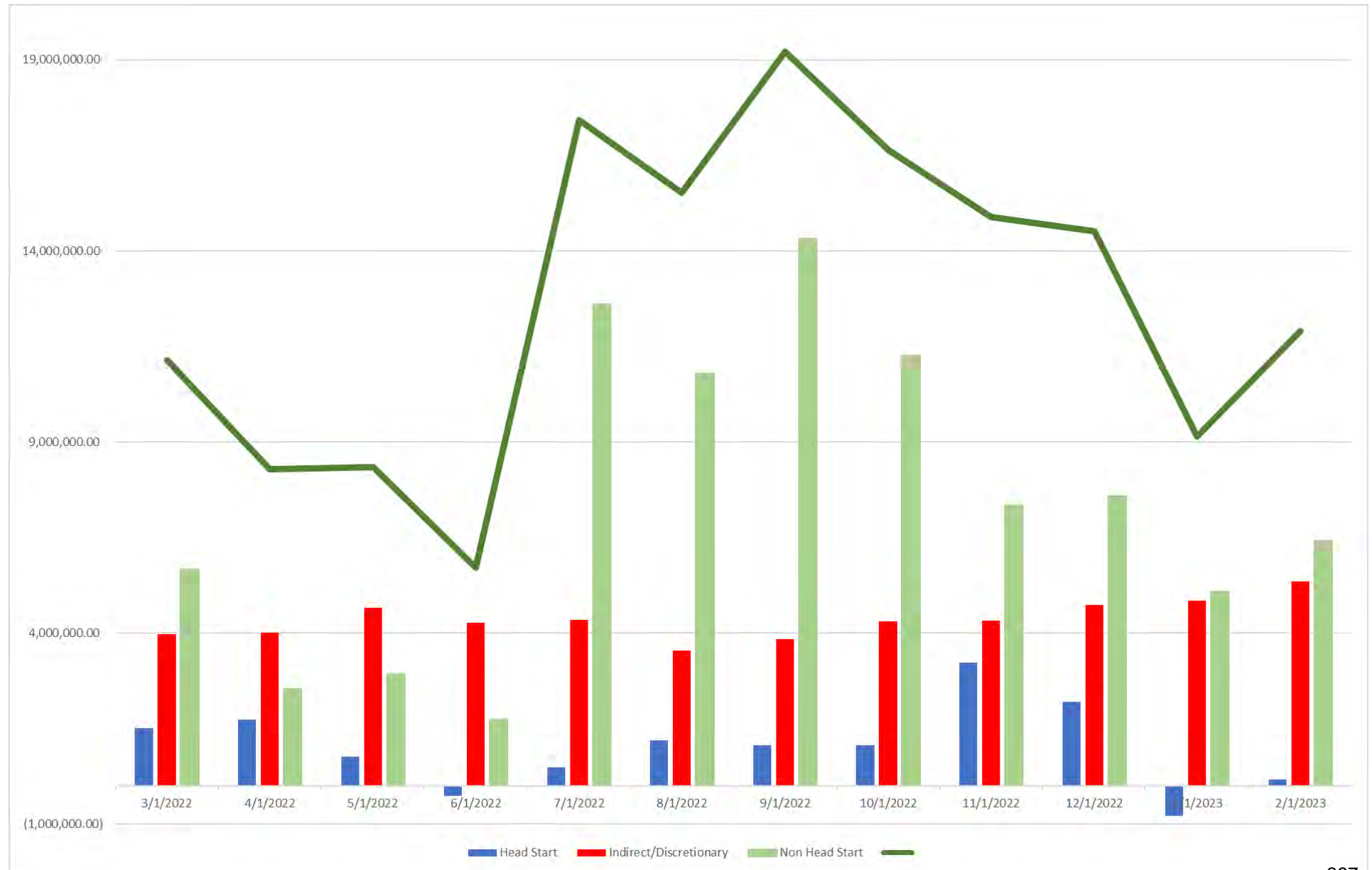
3. **Ongoing**

- Daily cash reconciliation with bank
- Weekly monitoring of cash flow
- Monthly reporting to leadership and the Board



## Agency Cash Flow Trend 2022-23

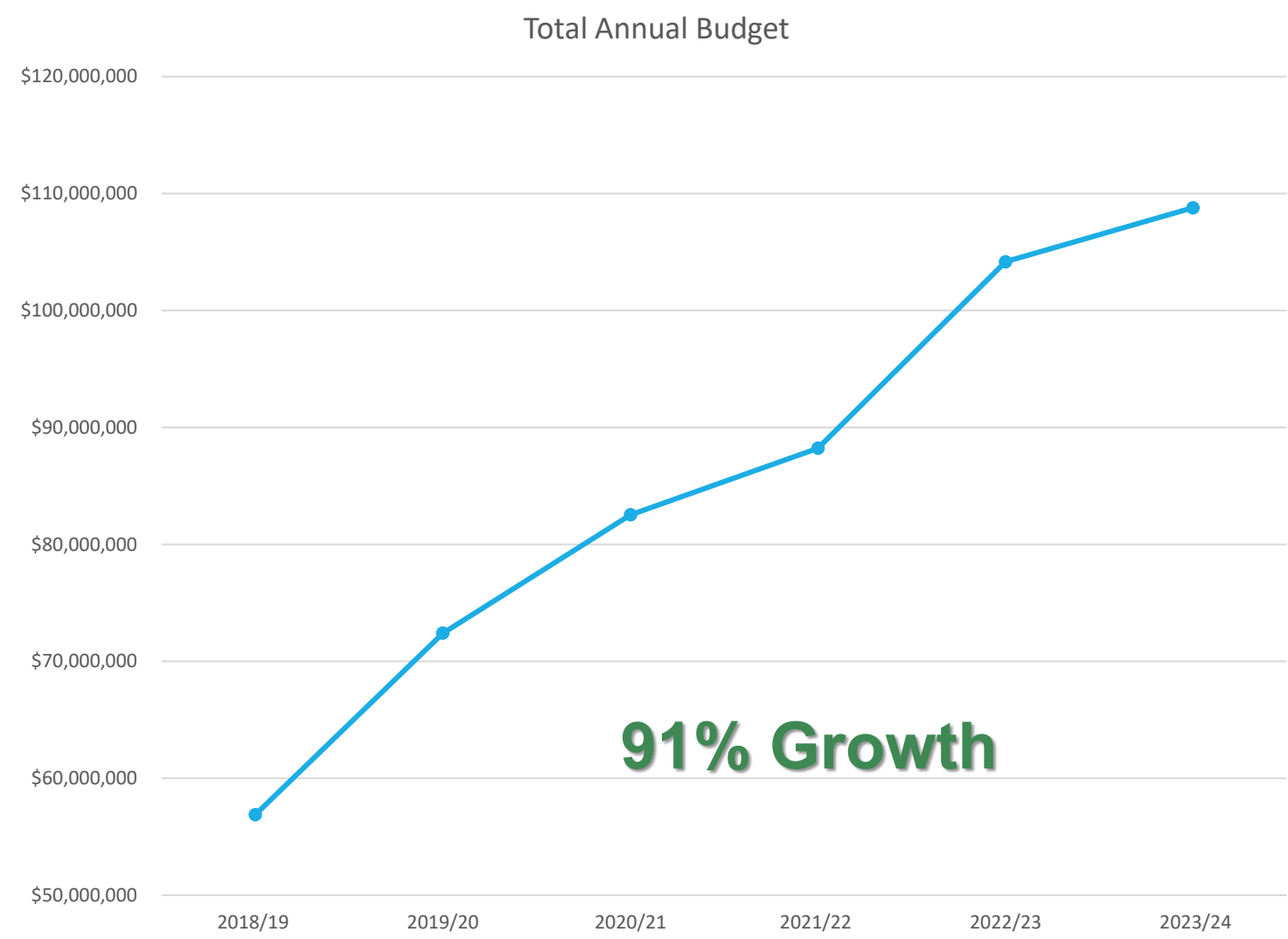
In 2022-23, the agency did not rely on a draw from the Line of Credit.



Continuing to  
Grow.

Total 2023/24  
Agency Budget:

\$108,788,017





# Federal and State Challenges

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**“Never take your eyes off the cash flow  
because it is the lifeblood of business.”**

**-Sir Richard Branson, business magnate, investor, author and  
philanthropist**



# Federal Funding

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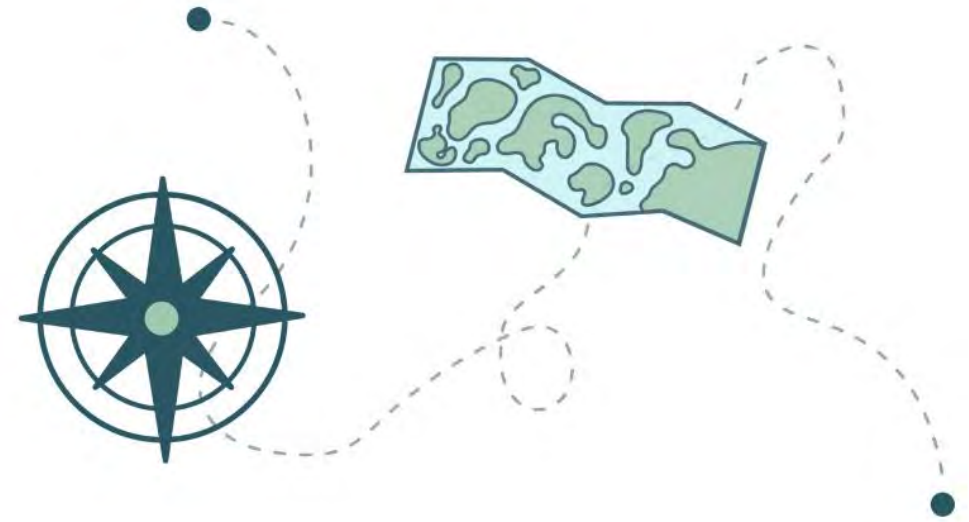
Federal calendar runs from October 1 to September 30

Funding that does not align with the federal calendar is approved in the previous year and apportioned in advance

Funds that follow the federal year can be interrupted in terms of award and payment when there is disputes at the legislative level

CAPK receives direct federal funding from the following:

- Head Start/Early Head Start (March 1 to February 28/29)
- VITA (IRS) (October 1 to September 30)
- Coordinated Entry Services (HUD) (August 1 to July 30)





# Federal Funding (through the State)

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CAPK received federal funding that passes through the state. These funding sources include:

- Child and Adult Care Food Program (CACFP) (October 1 to September 30)
- Commodity Supplemental Food Program (CSFP) (October 1 to September 30)
- Community Services Block Grant (CSBG) (January 1 to December 31)
- Emergency Food Assistance Program (EFAP) (October 1 to September 30)
- Low-Income Home Energy Assistance Program (LIHEAP) (Calendar varies)
- Nutrition Education Obesity Prevention Branch (NEOPB) Cal Fresh Health Living (October 1 to September 30)
- Women, Infants and Children (WIC) (October 1 to September 30)

Interruptions of allocation and payment can occur for the following reasons:

- Federal delay in approving a budget
- State delay in processing payment

# State Funding

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State calendar runs from July 1 to June 30

All state grants follow the state calendar. There is very little deviation from this calendar.

California's State Constitution requires the following process:

- Governor submits a budget to the Legislature by January 10<sup>th</sup>
- The State Director of Finance directs the efforts for preparation of the Governor's budget
- Amendments to the Governor's Budget must be memorialized by May 14<sup>th</sup> (May Revision)
- The State Constitution requires that the Legislature passes the Budget Bill by June 15<sup>th</sup>.
  - Proposition 25 passed in 2010 states that if the State Legislature fails to pass a budget bill by June 15, all members of the Legislature will permanently forfeit any reimbursement for salary and expenses for every day until the Legislature passes a budget bill.

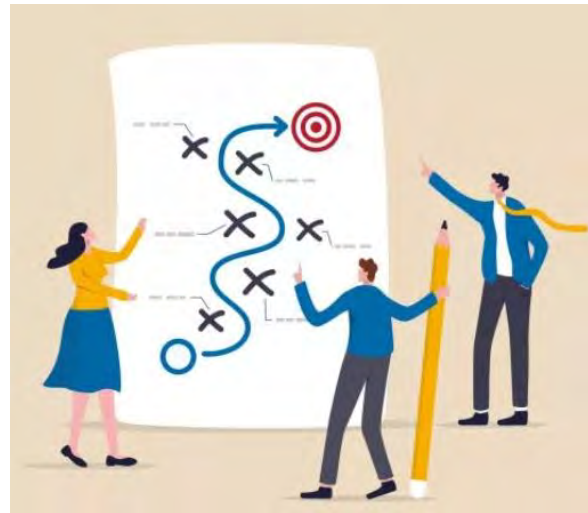
CAPK has multiple state contracts

# Local and Private Funding

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CAPK receives local and private funding. This funding accounts for less than 1% of the agency revenue.

CAPK does receive pass through funding from the City and County that have federal and/or state origins. These grants are typically pre-funded to the City and County. The cash flow for these grants are reliant on the departments processing claims.





# Building Discretionary Funds

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**“It is absolutely true that every nonprofit needs to have adequate cash balances available to support the timing of payroll and other expenses, as well as to pay for unanticipated costs or increases. It’s a myth, however, that a single standard applies for all nonprofits.”**

**- Kate Barr, Executive Director Nonprofits Assistance Fund**

# Rainy Day Funds

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According to the Council of Non Profits, less than 25% of nonprofits surveyed had more than 6 months of cash in reserve.

Majority of nonprofits responding had less than 3 months of operating reserves on hand.

Close to 10% had less than 30 days of cash on hand.

**What is optimal for CAPK?**







## MEMORANDUM

To: Board of Directors

From: Pritika Ram, Chief Business Development Officer  
Sabrina Jones-Roberts, 2-1-1 Administrator

Date: April 26, 2023

Subject: *Agenda Item V(f)*: CAPK 2-1-1 Kern County Call Center Services Performance and Contract Expectations – **Info Item**

---

This informational update serves as a response by the Board of Directors during the March 29, 2023 meeting requesting an operational status update and progress of the 2-1-1 Call Center program.

### **INTRODUCTION**

Community Action Partnership of Kern (CAPK) is the California Public Utilities Commission (CPUC) designated operator of the 2-1-1 Call Center program for Kern County (211 Kern). The program is designed as a 24/7 information and referral service utilizing trained Information and Referral (I&R) call center specialists that connect residents with comprehensive information and links to community health and human service resources at no cost to the caller. 211 Kern operates the program with a database of 1,500 social service agencies that are also available to the public through the Online Resource Directory at [www.211KernCounty.org](http://www.211KernCounty.org). 211 Kern operates active service contracts with several outside organizations with the intent to provide 2-1-1 services in various counties. Through United Way partner organization service contracts, 211 Kern provides a back-office service for communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera counties. In addition to standard information and referral services, 211 Kern also administers specialty programs with application assistance and/or appointment scheduling, such as emergency services, Low-Income Home Energy Assistance Program (LIHEAP), Cal-Fresh Outreach, First-5 Help Me Grow, and Volunteer Income Tax Assistance (VITA), in addition to limited-time services related to COVID-19 emergency call handling.

As part of the contract for services agreement with partner organizations, Kern 211 has outlined specific sections for commitments under the description of services, client and operator responsibilities, communication regarding system issues, disaster events, additional projects, and reporting. This varies by contract. Additionally, there are programmatic performance standards incorporated to address ideal metrics, such as call handling protocol, quality assurance, and database management.

The 211 Kern call center is certified as an Alliance of Information and Referral Systems<sup>1</sup> (AIRS) accredited program and recently received re-accreditation for a five-year period from December 1, 2022 - December 1, 2027.

### **CONTRACTS & SOURCES of FUNDING**

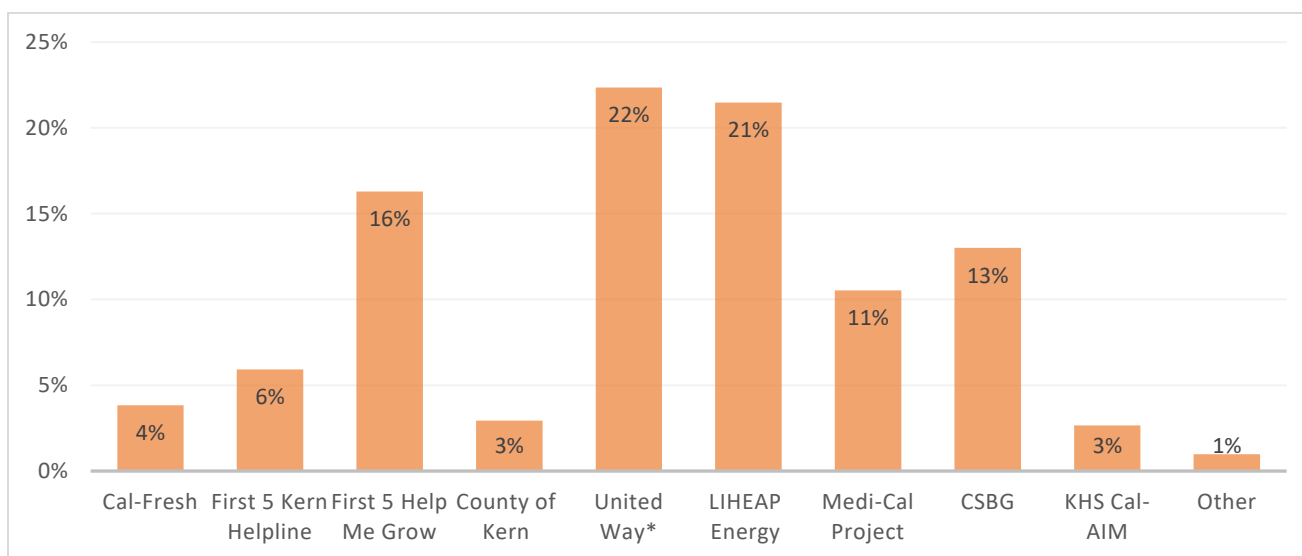
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<sup>1</sup> [211 | Alliance of Information and Referral Systems \(airs.org\)](http://211.org)



The 211 Kern call center program annual operating budget is approximately \$1,573,051 and consists of approximately sixteen (16) sources of funding to support the general operations and specialty contracts and services across all counties and campaigns. The program is funded by state and local grants, and various operational contracts. Some of the sources of fiscal support by percentage include United Way partnership contracts<sup>2</sup> 22%; internal program contracts with LIHEAP and VITA 21%; and federally based Community Services Block Grant (CSBG) contribution 13%. Through our County of Kern contracts, we support the Rapid telecommunications system, Ready Kern, emergency line and texting service along with an annual county budget allocation equal to 3% annually.

Below is a chart of the funding type and associated percentages of the annual operating budget.



Today, the contracts and operating budget total approximately \$1,573,051 annually, but can fluctuate depending on the contract year. In recent months, some partner organizations have expressed a desire to reexamine the contract for services due to the performance of the 211 Kern call center. However, we are continuing to address and alleviate the concerns, including creating a plan of action, see below, to improve the performance of the program for all campaigns and better serve our community's clients. Staff continue to monitor any changes to service contracts and grants and will adjust accordingly (i.e., staffing levels and coverage).

## **PROGRAM DATA**

The program has a range of call volumes and types of calls based on the campaign (i.e., county served, or special program) as well as the time of day (i.e., peak times, weekends). Below is a description of call handling operations for the month of March 2023. You will notice there is a difference between the total calls received and total calls handled. The calls received include all calls made to the 211 Kern call center including calls handled, calls abandoned, and calls that were not added to the call queue (caller does not select a menu option). The number of calls handled is indicative of the calls that are answered by our 211 Call Center. On average, 47% of all calls received are from the Kern County area.

<sup>2</sup> United Ways of Kings County, Tulare County, Stanislaus County, Fresno and Madera Counties, and Mountain Communities (Merced and Mariposa) Counties.

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ calls during anytime of day)	
Kern County	8,423	2,789	CalFresh	Monday	6:00am – 9:00pm
			Homeless Programs	Tuesday	7:00am – 7:00pm
			Food Pantries	Wednesday	7:00am – 6:00pm
			Utility Service Payment	Thursday	7:00am – 7:00pm
			Homeless Shelter	Friday	7:00am – 7:00pm
			Health Insurance Programs	Saturday	8:00am – 5:00pm
			Homeless People	Sunday	10:00am – 5:00pm

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ calls during anytime of day)	
Kings County	487	241	Food Pantries Utility Payment Assistance Rent Payment Assistance	No Peak Days	No Peak Times

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ during anytime of day)	
Tulare County	1,770	863	Homeless Shelter	Monday	9:00am – 3:00pm
			Utility Service Payment Assistance	Tuesday	1:00pm – 2:00pm 3:00pm – 4:00pm
			At Risk/Homeless Housing Related Assistance Program	Wednesday	10:00am – 11:00am
			Rent Payment Assistance	Thursday	11:00am – 12:00pm 1:00pm – 2:00pm
			Low Income/Subsidized Private Rental Housing	Friday	11:00am – 12:00pm 1:00pm – 2:00pm
			Food Stamps/SNAP Applications	Saturday	No Peak Calls
			Food Pantries	Sunday	No Peak Calls

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ during anytime of day)	
Stanislaus County	1,555	616	Food Pantries	Monday	8:00am – 4:00pm
			Utility Payment Assistance	Tuesday	9:00am – 5:00pm
			Rent Payment Assistance	Wednesday	9:00am – 4:00pm
				Thursday	8:00am – 2:00pm
				Friday	9:00am – 11:00am
				Saturday	No Peak Calls
				Sunday	No Peak Calls

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ during anytime of day)	
Fresno & Madera	5,527	2,589	Homeless Shelter	Monday	8:00am – 4:00pm
			Electric Service Payment Assistance	Tuesday	8:00am – 4:00pm
			Food Pantries	Wednesday	8:00am – 3:00pm
			Rent Payment Assistance	Thursday	8:00am – 4:00pm
			Food Stamps	Friday	8:00am – 4:00pm
			Transitional Housing Shelter	Saturday	8:00am – 4:00pm
			VITA Programs	Sunday	No peak calls

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Peak Call Times (50+ calls during anytime of day)	
Merced & Mariposa	124	78	Family Support Centers	No Peak Days	No Peak Calls
			Sandbags/Water Diversion Systems		
			Rapid Re-Housing Programs		
			Rental Deposit Assistance		

Campaign	Total Calls Received	Total Calls Handled	Types of Calls	Call Times	
Home Energy Assistance Program	6,824	3,931	Utility Assistance	Monday – Friday	8:00am-4:15pm

Monthly, the program reports on performance to the agency Board of Directors via the Program, Review, and Evaluation (PRE) Committee. This report includes call volume, staff recruitment, and types of contracts. Attached is the most recent report covering March 2023, which was presented to the PRE Committee on April 12, 2023.

### **STAFFING PLAN**

On average, the program has approximately 6.0 to 9.0 Full-time Equivalent (FTE) Information and Referral Specialist (I&R) to assist with general call handling and special program calls, as listed above. In December 2022, we experienced a substantial exit of staff consisting of 5.0 FTE Information Referral Specialist and 1.0 Program Administrator, followed by 3.0 FTE departure shortly after in Q-1 2023, including a supervisor role. Based on the call volumes described above along with knowledge and experience, we do lack adequate staff to support volume and response desired response times for an optimal client experience.

In January 2023, we onboarded a new 2-1-1 Program Administrator and promoted an Acting 211 Supervisor, while the former Supervisor is on protected leave. The change in administrative management has helped to create a stable environment for current staff and allowed the team to begin recruiting efforts through the agency's standard recruitment process as well as utilizing temporary contracted temporary

staffing agencies. However, to ensure we have well-trained staff members and build a strong knowledge base, it is the responsibility and desire of the program to retain experienced and AIRS trained staff.

As of April 2023, we have 11.0 Full-time Equivalent (FTE) Information and Referral Specialists (I&R), we have onboarded three employees who are actively in training and are continuing recruitment efforts for four additional I&R staff. This does include some temporary staff. Ideally, to be appropriately staffed considering attrition, the program's goal is to reach eighteen (18) to twenty (20) FTE trained Information and Referral Specialist based on current volumes.

## **OVERVIEW OF CHALLENGES**

In the last three quarters, CAPK's 2-1-1 Call Center program has been experiencing a significant change to its service delivery model that is impacting the quality of services committed to our partner organizations as well as the client experience. The changes are a combination of the following issues and were exacerbated by the pandemic and recovery efforts:

- Unexpected losses of Information and Referral (I&R) Specialist employees – core responsibilities for call handling.
- Increase in call volumes across all campaigns.
- Inability to maintain an appropriate ratio of staff to calls during peak operating hours, evenings, and holidays.
- Additionally, the program is experiencing near-peak pandemic-level requests, reflecting the need in our communities at a time when emergency pandemic funding is ending.

These issues have created a situation that can include long hold times for our clients, an increase in abandoned calls, and extended call handling. It is the intent of CAPK and the 211 Kern program to address the outstanding issues listed above and resume to our quality-of-service expectations we have of our program. It is the intent to improve our call hold times to no more than eight minutes (or less) by campaign, which in turn will improve call handling times for conventional calls. We have developed a plan of action to address and mitigate ongoing performance concerns.

## **RECOMMENDATION**

The following strategies have been discussed and/or developed to address the call handling and quality of services for all 211 Kern campaigns:

### **Immediate to Intermediate Strategies (Months 1-3):**

- Continued recruitment efforts for new staff members.
  - Promote
    - Remote work options
    - Payroll stipends for internet, phone, and bilingual pay
- Utilize the assistance of one or more contracted temporary staffing agencies (approximately 6 to 12 individuals) with the expectation to transition individuals from temporary to permanent.
- Modify the core training to shorten from three weeks to two weeks to onboard individuals faster while continuing to meet training service and quality expectations.
  - Flexible training schedule to meet staff availability (i.e., evening training hours).
- Modify call scripting during emergency events with contractor's permission.
- Communicate with partners during extreme and high peak times that impact performance (i.e., emergency events, high volume campaigns).

- Establish monthly meetings with the partner network and share relevant reports and data (i.e., queue summary report by month which includes number of abandoned calls, calls received, calls handled, max and average queue wait times, max and average call handle times).
- Place a hold or not pursue expansion opportunities or service line enhancements.

#### Intermediate to Long-term Planning Strategies (Months 2-10+):

- Revise the 211 Call Center program organizational staff structure in partnership with the Finance and Human Resources departments, including the following:
  - Re-evaluation of the current job descriptions for the Information and Referral Specialist.
  - Include a Tier I and Tier II option to provide opportunities for growth and promotion. Tier II would include incentives for AIRS accreditation, for example.
  - The reclassification will be presented during the May 2023 Personnel Committee.
- Identify base programmatic and operational funding for the Kern County campaign.
- Technology enhancements and increased functionality of the telephony system (may include research into a new platform).
- Through the State-based United Ways of California and the California 211 Providers Network, we support the proposed SB 318 211 Infrastructure Act<sup>3</sup> for a \$20 million budget request aimed to strengthen and expand California's 211 systems.

*Issue: the state has not devoted significant funding for core operations of 211, yet the state and other public entities rely heavily on the services 211 provides.*

Senate Bill 318, Co-Authored by Senators Rosilicie Ochoa Bogh and Richard Roth, establishes the 211 Support Services Grant Program, which would support, scale, and innovate 211 services across California. State support for the 211 system is especially critical now, as 211 providers strive to serve increasing requests for housing, homeless, financial, and winter storm impact, and recovery assistance. SB 318 and the attached Budget request letter are critical to shoring up 211 system capacity, providing equity across the state's regions, supporting disaster response capacity in rural areas, and helping innovate the 211 system.

During the April 17<sup>th</sup> Senate Hearing Human Services Committee, SB 318 was passed, and will be sent to the Senate Appropriations Committee for review. Staff will continue to work with the provider network on the next steps, which will be shared with the Board.

Note: There was discussion to temporarily modify the service delivery model from current 24-hours, 7-days per week to limited hours of operation from Monday to Sunday, 7:30 am to 5:30 pm. However, that option was not accepted by the partner organizations during the March 10, 2023, meeting; therefore, would not be implemented.

#### **STRATEGIC ALIGNMENT**

The strategies described above align with CAPK's enduring mission to address critical needs in the community and provide quality services to our community and contracted partners. Additionally, our efforts are aligned with the agency's 2021-25 Strategic Plan under Goal # 4: *CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results*, specifically part of Objective 4.2. increase employee engagement, morale, and retention. This applies to stabilizing the management and administrative team leading the 211 Kern program, in addition to the Information and Referral Specialist team.

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<sup>3</sup> [Bill Text - SB-318 "2-1-1" information and referral network. \(ca.gov\)](#)  
[SB 318 FACT SHEET.pdf - Google Drive](#)

## **CONCLUSION**

The operational aspects of the program continue to change as we onboard and train new staff and provide adequate coverage for call handling. We have access to monthly data and can share more detailed information upon request. Staff will also continue to explore opportunities as they relate to base financial support for daily operations and sustainability.

### ***Attachment***

*2-1-1 Kern Program Report for March 2023*  
*Senate Bill (SB) 318 "2-1-1 Information and Referral Network"*

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	March-23	Program/Division		2-1-1 Call Center Program		
Division/Director	Pritika Ram		Program Manager	Sabrina Jones-Roberts		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.						
Most Requested Services	Cal Fresh		Homeless Programs		Food Pantries	
Top 3 Unmet Needs	Utility Payment Assistance		Rent Payment Assistance		Homeless Shelter	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		2,789	12,824	90,000	37%	14%
Kings County (SRV 7c)		241	863	4,000	72%	22%
Tulare County (SRV 7c)		863	2,672	18,000	58%	15%
Stanislaus County (SRV 7c)		616	2,543	19,200	39%	13%
Fresno & Madera		2,589	6,318	20,000	155%	32%
Merced & Mariposa (effective March 2022)		78	302	500	187%	60%
Total I&R Calls Handled		7,176	25,522	151,700	91%	17%
Staffing vs. Call Volume				Current Staff	Staff Needed Per Call	Staff Over/ Short
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.				9	16.9	7.89
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		5	23	300	20%	8%
Medi-Cal Application (SRV 7b & SRV 7c)		3	9	100	36%	9%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		31	95	300	124%	32%
2-1-1 Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (i.e., accessing 2-1-1 e-services and database resources)		23,570	67,499	225,000	126%	30%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		3,931	15,735	45,000	105%	35%
Mental Health (SRV 7c)		327	1,039	3,700	106%	28%
Health and Human Service Referrals		5,456	16,095	110,000	60%	15%
Total Other Services		9,714	32,869	158,700		

**Community Action Partnership of Kern  
Monthly Report 2023**

Explanation (Over/Under Goal Progress)	
Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff <input type="checkbox"/>	2-1-1 is actively recruiting for 6-9 Information & Referral Specialists with the assistance of a Staffing Agency. The program has completed four rounds of interviews in March 2023. Two Individuals onboarded on 3/20 and one Individual onboarded on 3/27/23 as temporary employees from the Staffing Agency. The program offers database support, schedule accommodations, basic technical assistance and opportunities to recognize special occasions for existing employees to align with its overall objective of staff retention.
2. Contract Retention	2-1-1 has an objective to maintain current contracts by aiming to meet program objectives, deliverables, and goals. The program is consistently working on meeting reporting expectations of all funding sources and maintain a trusting relationship to strengthen the opportunity for existing contracts to be retained.
Program Highlights	
2-1-1 brought together available team members to take a photo in honor of the achievement of its 2022 accreditation with the Alliance of Information and Referral Systems.	




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### SB-318 "2-1-1" information and referral network. (2023-2024)

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Date Published: 02/06/2023 09:00 PM

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

## SENATE BILL

## NO. 318

**Introduced by Senator Ochoa Bogh**  
**(Principal coauthor: Senator Roth)**  
**(Coauthors: Assembly Members Arambula and Jim Patterson)**

**February 06, 2023**

An act to add Chapter 18.5 (commencing with Section 18999.85) to Part 6 of Division 9 of the Welfare and Institutions Code, relating to telecommunications.

### LEGISLATIVE COUNSEL'S DIGEST

SB 318, as introduced, Ochoa Bogh. "2-1-1" information and referral network.

Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including telephone corporations. Pursuant to authority delegated by the Federal Communications Commission to state regulatory bodies and its existing statutory authority, the Public Utilities Commission has established procedures for implementing 2-1-1 dialing in California. Existing law, until January 1, 2023, authorized the commission, if it determined that doing so was an appropriate use of funds collected from ratepayers, to expend up to \$1,500,000 from the California Teleconnect Fund Administrative Committee Fund to help close 2-1-1 service gaps in counties lacking access to disaster preparedness, response, and recovery information and referral services, where technically feasible, through available 2-1-1 service. Existing law establishes various public social services programs, administered by the State Department of Social services.

This bill would, upon appropriation, require the department to establish, develop, implement, and administer the 2-1-1 Support Services Grant Program. The bill would require the department to allocate 85% of funds for grants to fund core activities of 2-1-1 agencies, including, among others, contact handling, as specified, and improving the statewide ability to manage resource and user needs data to support data sharing and delivery to health systems, government agencies and other key partners, and shared capacity for analytics and systems. The bill would also require the department to allocate 15% of funds to create a Statewide Innovation Program for the purpose of collective 2-1-1 statewide network coordination with a focus on, among others, building shared strategies and project management of state and regional initiatives and related information and services, and scaling up and assisting with the operations of 2-1-1 services in specified rural counties.

This bill would require a grant recipient to adhere to the principles of Alliance of Information and Referral Systems (AIRS) standards and guidelines for information and referral services. The bill would also require a grant recipient to prepare and submit an annual report to the department, which would include the activities or services funded by the grant, the number of individuals served, and specified measures of system performance.

This bill would make related findings and declarations.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Chapter 18.5 (commencing with Section 18999.85) is added to Part 6 of Division 9 of the Welfare and Institutions Code, to read:

### **CHAPTER 18.5. 2-1-1 Infrastructure Act** **CHAPTER 18.5.**

**18999.85** This chapter shall be known, and may be cited, as the 2-1-1 Infrastructure Act.

**18999.86.** The Legislature finds and declares all of the following:

(a) In order to create a statewide disaster preparedness, response, and recovery system and to facilitate the reach of local services to vulnerable populations, this act is hereby established to stabilize, support, and expand 2-1-1 service to all areas of California.

(b) 2-1-1 is a free-to-use information and referral service that connects people in covered areas to health and human services in their community. First established in 2000 by the Federal Communications Commission, 2-1-1 service is fully deployed in 41 California counties and partially deployed in 17 rural counties, activated only when a state of emergency has been declared.

(c) Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including telephone corporations. The Federal Communications Commission (FCC), pursuant to its existing authority over the North American Numbering Plan, has established several abbreviated dialing codes, including designating the number 9-1-1 for persons to dial to obtain emergency services, designating the number 3-1-1 for persons to dial for nonemergency police assistance, and designating the number 2-1-1 for persons to dial to obtain information about, and referral to, community social services.

(d) Pursuant to authority delegated by the FCC to state regulatory bodies and its existing statutory authority, the PUC has established procedures for implementing 2-1-1 dialing in California, including designating qualifying entities to manage 2-1-1 service in the state.

(e) Every day thousands of Californians contact 2-1-1 operators who are trained to connect callers to services in their community. 2-1-1 is available to people of all income levels, languages, and cultural backgrounds and is a critical gateway for federal, state, and localized information and resources to all communities for services such as shelter, food, health care, and support during times of emergency or disasters.

(f) During trying economic times, the demand for rapid response resources and complex case management and coordination increases significantly. In many cases, individuals and families who have not had to use health and social services find themselves struggling to navigate various systems of care. 2-1-1 acts as the community front door in these cases, ensuring individuals are referred and connected to appropriate local agencies and community organizations.

(g) 2-1-1 service increases the reach of government, nonprofit, and community programs by offering callers information on and access to a variety of health and human services, rent and utility assistance, physical and mental health resources, employment opportunities, support for older Americans and persons with disabilities, and support for families with special needs.

(h) 2-1-1 is a hub for disaster-related information and plays a critical role during emergencies and disasters, such as fires, floods, earthquakes, terrorist attacks, and epidemics, reducing nonemergency call volume on 9-1-1 lines, which frees up emergency responders to address true life-or-death situations, thus leveraging local public safety resources.

(i) Despite the challenges brought forth by the COVID-19 pandemic, 2-1-1 providers have taken on the challenge of obtaining additional resources and were able to answer 1,000,000 calls and make over 2.15 million referrals in

2021 alone. 2-1-1 providers across the state demonstrated their capabilities as experienced responders able to scale their infrastructure and offer new services quickly, such as addressing rising food insecurity and assisting people for whom online forms presented language, digital literacy, or internet access challenges.

(j) The limited emergency funding established under Senate Bill 1212 (Chapter 841 Statutes of 2016) expired on January 1, 2023, putting at risk 17 rural and geographically diverse counties' access to 2-1-1. These counties and their 500,000 residents are especially vulnerable to natural disasters, such as wildfires, and thus have a greater need for expanded 2-1-1.

(k) The Legislature further finds and declares that every county in California needs full-time access to 2-1-1 information and referral services, using curated local resource information, and that state funding is necessary to foster greater coordination and alignment among all 2-1-1 providers, in order to create a statewide health and human services navigation network, disaster preparedness, response, and recovery system and to facilitate the reach of local services to vulnerable populations.

(l) It is the intent of the Legislature, in enacting this act, to support the ongoing functions of 2-1-1 services as well as the continued expansion to unserved areas of California where they are lacking and to support a comprehensive statewide database that will connect all Californians to information and referrals as needed.

**18999.87.** For purposes of this chapter, the following definitions apply:

(a) "2-1-1" means the three-digit telephone number designated by the commission for the purpose of connecting individuals to local community resources.

(b) "2-1-1 network" means the network of local 2-1-1 provider systems across the state.

(c) "2-1-1 provider" means any entity providing 2-1-1 services on a county or regional basis, pursuant to authorization from the commission, and which adheres to the principles of Alliance of Information and Referral Systems (AIRS) standards and guidelines for information and referral services.

(d) "Commission" means the Public Utilities Commission.

(e) "Department" means the State Department of Social Services.

(f) "Grant program" means the grant program established under this chapter.

(g) "Information and referral services" means those services or activities designed to provide information about services provided by public and private service providers to facilitate appropriate referral to these community services.

(h) "Participant" means an applicant that has been approved to implement the grant program.

**18999.88.** (a) This chapter shall be implemented only to the extent that funds are appropriated for this purpose in the annual Budget Act or another statute, or are made available for this purpose from federal sources. Upon appropriation by the Legislature for this purpose, the department shall establish, develop, implement, and administer the 2-1-1 Support Services Grant Program, established in the manner and for the purposes set forth in this section.

(b) The department shall do all of the following:

(1) Allocate 85 percent of funds for grants with the purpose of funding the following core activities of 2-1-1 providers:

(A) Contact handling, including increasing staffing for call centers.

(B) Improving the statewide ability to manage resource and user needs data to support data sharing and delivery to health systems, government agencies, and other key partners, and shared capacity for analytics and systems.

(C) Improvements that allow the network to strengthen key strategic efforts, provide vital data and trend information for community planning, build sustainability, and improve outcomes across California.

(D) Encouraging the development of aligned systems with 988 to strengthen integration.

(E) Education and outreach.

(2) (A) Allocate 15 percent of funds to create a Statewide Innovation Program. The goals and priorities for the Statewide Innovation Program shall be developed collaboratively by the department and 2-1-1 providers, convened by the 2-1-1 California Providers Network and the 2-1-1 Operating Partnership and partners.

(B) The purpose of the Statewide Innovation Program shall be collective 2-1-1 network coordination with a focus on all of the following:

(i) Building shared strategies and project management of state and regional initiatives and related information and services.

(ii) Statewide ability to manage resource and user needs data to support data sharing and delivery to health systems, government agencies, and other key partners, and shared capacity for analytics and systems improvement so that the 2-1-1 network can strengthen key strategic efforts, provide vital data and trend information for community planning, build sustainability, and improve outcomes across California.

(iii) Supporting digital services to manage and triage inquiries, including SMS texting.

(iv) Scaling up and assisting with the operations of 2-1-1 services in the rural Counties of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Inyo, Lake, Lassen, Modoc, Mono, Plumas, Sierra, Sutter, Trinity, Tuolumne, and Yuba.

(3) Establish an allocation formula for distributing the funds based on regional considerations to ensure equitable funding levels that will account for variations in need and availability of other funding between metropolitan and rural communities.

(c) A participant eligible for a grant under this chapter shall agree to satisfy all of the following:

(1) Adhere to the principles of the Alliance of Information and Referral Systems (AIRS) standards and guidelines for information and referral services and work with 2-1-1 providers across the state to improve service levels and enhance coordination.

(2) Ensure the funds received will supplement, and will not supplant, any local county or city funding or private philanthropic support, and shall leverage those existing funding streams.

(3) Prepare a report evaluating the grant program annually and submit that report to the department for review. The report shall include, but is not limited to, all of the following:

(A) The activities or services funded by the grant.

(B) The total budget.


(C) The number of individuals served.

(D) Measures of system performance, including capacity, wait time, and the ability to meet demand for services.

(E) The effectiveness of 2-1-1 providers in collaborating with human service resources and referral entities and service providers.



## MEMORANDUM

To: Board of Directors  
  
From: Catherine Anspach, Director of Development  
Date: April 26, 2023  
Subject: *Agenda Item VI(a)*: CAPK Foundation Report and Minutes from January 24, 2023  
– **Action Item**

---

The CAPK Foundation Board met in person in the Executive Conference Room at CAPK on Tuesday, March 28, 2023 and the Board approved the minutes from the January 24, 2023 Foundation Board meeting.

Tracy Webster presented the Financial Reports for the reflecting a collective report of funds with donations made to both CAPK and to the Foundation.

Pritika Ram reported on the status of the funds for the Friendship House stating that Jeremy has signed the contract and is in the hands of the City of Bakersfield for execution. Funds are expected to come to CAPK, by way of a grant by Mid-April.

Catherine Anspach reported on the following developments for the Foundation:

- 1) Traco Matthews and Janae Benton were added as new board members.
- 2) The paper Huggy Heart campaign will kick-off May 1<sup>st</sup> with Valley Strong with (11) branch locations participating. The campaign will run from May 1-31, 2023 and funds will go towards Youth & Family Services.
- 3) The Friendship House Advisory Board is hosting a mixer for October 5, 2023 to be held at The Collective, a new venue downtown. More information will be given as the event develops.

As part of an ongoing component to bring visibility and awareness of CAPK's programs to the Board, Kelly Lowery did a presentation on the Food Bank giving an overview of the program while discussing some time sensitive issues.

Finally, the Foundation held its Kick-off Reception at Lino's Venue on March 30, 2023 with 125 persons in attendance. Guests were presented with an overview, introduction and objectives for the Foundation by Jeremy, Kevin Burton and Catherine with closing remarks by newly appointed CAPK Board Member, Supervisor Jeff Flores.

### **Recommendation:**

Staff recommends the Board of Directors approve the CAPK Foundation Board of Directors report and the Minutes from January 24, 2023.

### **Attachment:**

*Minutes from the January 24, 2023 Foundation Board Meeting*



DATE January 24, 2023

TIME 12:00 pm

LOCATION Teams Meeting / In-Person at  
5005 Business Park North  
Bakersfield, CA 93309

TEAMS LINK [Click here to join the meeting](#)

PHONE NUMBER (213) 204-2374 / ID: 818 623 060#

## COMMUNITY ACTION PARTNERSHIP OF KERN FOUNDATION

### Board of Directors Meeting Minutes

#### I. Call to Order

Board Chair Kevin Burton called the meeting to order at 12:02 pm at the CAPK Administrative Offices, located at 5005 Business Park North., Bakersfield, CA with some members participating virtually.

##### a. Roll Call

Roll Call was taken with a quorum present:

Present: Kevin Burton (Chair), Ariana Joven (Vice Chair), Don Bynum, Nila Hogan, Chase Nunneley, Fred Plane, Michele Shain, Chei Whitmore

Absent: Michael Bowers

Others Present: Jeremy Tobias, Chief Executive Officer; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Catherine Anspach, Director of Development; Rebecca Moreno, Director of Community Development; other CAPK staff.

#### II. Resolution Approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361

##### a. Resolution #2023-01 – Jeremy Tobias, Chief Executive Officer – **Action Item**

Jeremy Tobias reminded the Board that this meeting will be the last opportunity to attend virtually. Beginning March 1, 2023, all meetings will be held in person, per the Brown Act. However, over the course of the next year, there are limited opportunities for members to attend virtually if they meet the specific criteria, but there must be a quorum present in-person to proceed with the meeting.

Motion was made and seconded to approve Resolution #2023-01. Carried by unanimous vote (Plane/Nunneley).

#### III. Public Comments

No one addressed the Board.

#### IV. Consent Agenda

Motion was made and seconded to approve the Consent Agenda. Carried by unanimous vote (Plane/Whitmore).

**V. Old Business**

- a. Foundation Reception Update on March 30, 2023 – Catherine Anspach, Director of Development – ***Info Item***

Catherine Anspach shared the event flyer enclosed in the agenda packet and announced that the flyers will be mailed to a targeted list of potential donors this week. Catherine asked the Board for their help to forward the invitation to individuals that they feel will be interested in learning about the CAPK Foundation with the likelihood that they will become donors to the Foundation. Kevin Burton asked if the media is invited. Catherine said the media would not be included in this particular event as it is not open to the public. Following this soft launch of the Foundation, the media will be included in other events hosted by the Foundation. Michele Shain asked about the expected attendance and Catherine said she hopes to have about 150 attendees.

**VI. New Business**

- a. CAPK Foundation FY 2023 Budget – Pritika Ram, Chief Business Development Officer – ***Action Item***

Pritika Ram presented the above action item and reported that the Foundations operational expenses were budgeted at approximately \$276,064 for FY 2021-22. The delay in recruitment of the Director of Development, the Foundation experienced unspent funds that were used as a carryover for the FY 2023 budget from January 1, 2023 to December 31, 2023, and the remaining balance after projecting expenses through February 28, 2023, there was a minimum transfer of approximately \$7,300 from CAPK to the Foundation for a total FY 2023 budget of \$408,080.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Bynum/Shain).

- b. Funding Update – Catherine Anspach, Director of Development – ***Info Item***

Catherine Anspach provided an update on the Maya Cinemas Huggy Heart Campaign which yielded \$4,060 and a donation of unrestricted funds from Possibility Labs in the amount of \$62,500. Catherine explained that the CAPK programs will have the opportunity to apply for grant funding from available unrestricted funds that come in through the Foundation and she will prepare a policy to present for approval at the March meeting. Catherine also explained that when funds come through the Foundation, but are designated to a particular program, those funds will be appropriately directed to the program per the donor's intent.

Catherine provided additional information about the Huggy Heart Campaign at Maya Cinema, which ran from Nov. 15 to Dec. 15, 2022 in Bakersfield and Delano. Maya Cinema offered a movie ticket to everyone that donated \$10 so it was a very successful campaign given it was only a 30-day campaign. Maya Cinema requested that all funds benefit the CAPK Food Bank. Catherine is working with VITA to initiate a Huggy Heart campaign, and Catherine will also work with Chei Whitmore to initiate the campaign in the Valley Strong Credit Union Branches. Chei said that similar campaigns in the past have raised a lot of money for the nonprofit organization.

Kevin Burton said he would like to see the Foundation be more active on LinkedIn with someone designated to adding content on an ongoing basis. Catherine said that she is also working on creating opportunities for Employee Giving and feels it is a new opportunity to bring in unrestricted funds to the Foundation.

Pritika Ram added that the Food Bank Expansion Project is experiencing construction delays so it does not appear that we will be able to have the Ribbon Cutting ceremony on May 1<sup>st</sup> as planned. Jeremy Tobias said the construction will likely not be completed until June or July so other dates will be revisited once we can be sure the construction has been completed.

Pritika Ram also asked if any of the Foundation Board members are interested in speaking at the March 30<sup>th</sup> event. Catherine will begin working on the agenda for the event and wants to include a CAPK program success story, and will include a video to complement the program. At the end of the evening when the attendees are leaving, volunteers will hand them a complete Foundation information packet that will include opportunities to donate.

Michele Shain referenced a successful model, the Children's Miracle Network, and said that when you initiate a fundraising campaign, it is a good idea to have a matching donor as it tends to increase donations coming into the organization.

**VII. Board Member Comments**

- No comments.

**VIII. Next Scheduled Meeting**

Board of Directors Meeting  
12:00 pm  
Tuesday, March 28, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**IX. Adjournment**

The meeting was adjourned at 12:35 pm.





## MEMORANDUM

To: Board of Directors

*Lisa Gonzales*

From: Lisa Gonzales, Program Governance Coordinator

Date: April 26, 2023

Subject: *Agenda Item VII(a)*: April Policy Council Report – **Action Item**

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The Policy Council met as scheduled on March 28, 2023, at which time a quorum was established.

Assistant Director of Program, Jerry Meade shared information with the Council regarding Cost-of-Living Adjustment (COLA) and Quality Improvement (QI) funding made available through the Consolidated Appropriations Act, 2023. This funding provides all Head Start, Early Head Start and Early Head Start-Child Care Partnerships grant recipients a 5.6% COLA increase as well QI funding in an amount proportionate to the program's federal funded enrollment. Budget detail information was also shared with members. A robust discussion on the topic ensued which included questions, clarification, and subsequent correlating responses. Upon conclusion of such, Policy Council members unanimously approved the submission of the Cost-of-Living Adjustment and the Quality Improvement funding application to the Office of Head Start.

Policy Council members also received an informative presentation from staff on the adverse and damaging effects that lead has on children. It was noted the most vulnerable population are children in the range of 1-6 years of age as well as pregnant women. Supplemental resources and printed material were made available to members.

The next Policy Council meeting is scheduled for May 23, 2023.

**Recommendation:**

The Policy Council requests Board approval of the April Report and the Policy Council meeting minutes from March 28, 2023.

**Attachment:**

Policy Council Meeting Minutes from March 28, 2023.

**COMMUNITY ACTION PARTNERSHIP OF KERN  
POLICY COUNCIL COMMITTEE MEETING MINUTES**

**March 28, 2023**

**Teleconference ID: 232 410 937 888#**

1. Call to Order

Policy Council Chairperson, Ruby Cruz called the meeting to order at 5:32 p.m. Prior to roll call Ruby welcomed new member, Guillermina Herrera. Guillermina was elected at the recently held Regional Parent Committee meeting and is a parent at the Heritage Center.

a. Roll call was taken and quorum was established.

Policy Council Members Present: Susana Barrios, Ruby Cruz, Michelle Del Rio, Fatima Echeverria, Guillermina Herrera, Nila Hogan, Sarita Little, Monique McWilliams, Gabriel Rios, Ana Vigil, Jennifer Wilson

2. Public Comments

*The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than referring the item(s) to staff for study and analysis. Speakers are limited to three minutes each. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*

None

3. Standing Committee Reports

a. School Readiness Committee

The School Readiness Committee met on March 9, 2023. The Family Engagement and Inclusion Manager, Maria Guadian, presented a wide range of topics to the committee. These included but were not limited to, the Child Care Results survey, Inclusion services, Family Engagement services and more. The purpose of the survey and how data compiled from the survey links to the school readiness goals was shared. Additionally, information was shared about ReadyRosie, and the resources this parenting curriculum provides to families. The Ages and Stages Questionnaire was discussed along with inclusion services provided to children, families, and staff. Members had an opportunity to share their experiences in participating in the various family engagement activities provided.

b. Planning Committee

The Planning Committee met on March 7, 2023. The Enrollment and Attendance report for February 2023 was reviewed. Head Start enrollment was at 69% and Early Head Start was at 68% enrollment. It was stated, beginning in April, a change will be made to the way disability data is reported. There were twelve new staff onboarded as well as ten resignations. The Child Adult Care Food Program report for January 2023 noted there were 65,948 meals delivered to centers. Enrollment and Attendance staff participated in various recruitment events in both Kern and San Joaquin Counties to recruit families for enrollment.

c. Budget & Finance Committee

The Budget & Finance Committee stated the committee met on March 21, 2023. Members received, reviewed and discussed budget to actual financial documents for both Head Start and Early Head Start, the San Joaquin and Partnership No-Cost Extension budgets as well as the American Rescue Plan Funding. Other reports presented included the Parent Activity Funds, Parent Local travel and Reimbursement as well as the Non-Federal Share In-Kind report. Members had an opportunity for questions, with corresponding responses provided. It was noted that all financial information reviewed was as of January 31, 2023. All financial documents and reports can be found in the Consent Agenda portion of this month's Policy Council packet. The next Policy Council Budget & Finance Committee meeting will be held on Tuesday, April 18, 2023 at 5: 30 p.m.

d. Bylaws Committee

The Bylaws Committee will meet next on April 11, 2023 at 5:30 p.m. the committee will continue its review and discussion of the CAPK Head Start Policy Council Bylaws. Articles four through seven will be covered. Topics will include officers of the Council, their role and training, as well as meetings, potential attendance at conferences and more. The committee will discuss all sections to determine if there are areas where change may be necessary. The Head Start Program Performance Standards along with the Head Start Act will be used as a guide and reference tool for any suggested edits that may arise.

#### 4. Presentations

##### a. Effects of Lead – Lupe Villasana, CAPK Head Start Nutrition Content Area Specialist

Lupe introduced herself and stated she would be speaking about the effects of lead for children. She shared that the program closely monitors lead and offers information on the subject to parents. Lead can be very dangerous for anyone but affects children more dramatically, as they are growing and developing rapidly. It is also very dangerous for pregnant women as it mimics calcium and is absorbed quickly into the body.

Lupe stated the only way to address lead poisoning is through a blood test. Lupe stated a child is more liable to get lead poisoning between the ages of one and six years old. Lead can cause damage to the brain and nervous system and could also impact learning and create behavioral challenges. It was shared that lead is also stored in the bones and attacks the soft tissue.

Lupe shared lead can be found in homes built before 1978, as well as in (water) pipes, jewelry, toys, candy from foreign countries or in some cases in the water system. The local health department can assist in testing water and even your home in some cases. Some of the ways children encounter lead were shared as well: these include but are not limited to crawling, and touching painted handrails

A few steps to take if you suspect your child might be suffering from lead poisoning were discussed. She shared that children in the Head Start program are required to have a lead test from their doctor at one and two years of age. Hand washing is a great way to prevent contamination, this is a practice implemented at Head Start. Children wash their hands before and after going outside to play.

Lupe said serving children healthy well-balanced meals is very important. Calcium, iron, and vitamin C help the body to resist contamination. She provided several examples of food items that contain these nutrients. Lupe noted staff are trained on the subject so that they can help to answer any questions and to provide parents with proper resources. She also stated that sometimes parents want to give their child a multi-vitamin however this can sometimes enhance the absorption of lead, so it is very **important to speak with one's medical provider** before doing so.

A question was posed as to if a child has been exposed and it has been established can some of the effects of lead be reversed. Lupe shared that they can be if you remove the source, the lead will slowly drop. Inquiries on developmental aspects were also discussed and potential long-term effects. Lupe shared the best prevention is for parents to ensure they take their child for their well-baby checks, provide a healthy diet, and ensure their environment is lead free.

#### 5. Consent Agenda

\*ACTION

*The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Council or the public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed.*

- a. Policy Council Meeting Minutes – February 28, 2023 (English/Spanish)
- b. Bylaws Committee Minutes – February 15, 2023 (English/Spanish)
- c. Budget & Finance Committee Minutes – February 21, 2023 (English/Spanish)
- d. Planning Committee Minutes – March 7, 2023 (English/Spanish)
- e. School Readiness Committee Minutes – March 9, 2023 (English/Spanish)
- f. Head Start Program Review Evaluation (PRE) Report – February
- g. Head Start Budget to Actual Report, March 1, 2022 through January 31, 2023
- h. Early Head Start Budget to Actual Report, March 1, 2022 through January 31, 2023
- i. San Joaquin Early Head Start (No Cost Extension) Budget to Actual Report, February 1, 2021 through January 31, 2023
- j. Early Head Start Child Care Partnerships (No Cost Extension) Budget to Actual Report, March 1, 2021 through January 31, 2023
- k. American Rescue Plan Funding Budget to Actual Report, April 1, 2021 to January 31, 2023
- l. Parent Travel & Child Care through January 31, 2023
- m. Parent Activities through January 31, 2023
- n. Head Start and Early Head Start Non-Federal Share and In-Kind Report, March 1, 2022 through January 31, 2023

- o. Early Head Start Child Care Partnerships Non-Federal Share and In-Kind Report, March 1, 2022 through January 31, 2023
- p. ACF-PI-HS-23-02 FY (Fiscal Year) 2023 Head Start Funding Increase – Cost of Living Adjustment; Quality Improvement – Date of Issuance: February 21, 2023
- q. Termination Letter, Adriana Hernandez – March 2, 2023
- r. Rosamond Resource Fair – March 31, 2023
- s. **Children's Mobile Clinic** – April 2023 (English/Spanish)
- t. Monthly Parent Training with Dr. Kirk – Head Start Wellness
- u. **Backpack Connection Series: How to Use Positive Language to Improve Your Child's Behavior** (English/Spanish)
- v. Protect Your Child From Lead – California Department of Public Health (English/Spanish)
- w. Get Your Child Tested for Lead – (English/Spanish)
- x. Head Start Recruitment Flyer (English/Spanish)
- y. Home Visiting Program Flyer (English/Spanish)
- z. Policy Council Meeting Dates

Gabriel Rios made a motion to approve items (a) through (z); seconded by Sarita Little. Motion carried unanimously.

#### 6. New Business

\*ACTION

- a. Election of Ana Vigil to the Policy Council Bylaws Committee  
The chairperson asked for a motion to approve Ana Vigil as a member of the Bylaws Committee. Motion was made by Nila Hogan; seconded by Fatima Echeverria. Motion carried unanimously.
- b. Election of Guillermina Herrera to the Policy Council Bylaws Committee Members  
The chairperson asked for a motion to approve Guillermina Herrera as a member of the Planning Committee. Motion was made by Jennifer Wilson; seconded by Gabriel Rios. Motion carried unanimously.
- c. Head Start/Early Head Start Cost of Living Adjustment (COLA) and Quality Improvement Funding Application – Jerry Meade, Assistant Director – Program  
Jerry shared that the action item he is presenting is customary and a part of the regular process when the Office of Head Start (OHS) offers its grantees an annual Cost-of-Living Adjustment (COLA). He continued and stated the program received a notification from the OHS outlining through the Consolidated Appropriation Act of 2023, that programs funded under the Head Start Act would receive a 5.6% Cost-of-Living Adjustment. Additionally, there are Quality Improvement (QI) funds available, proportionate to the program's federal funded enrollment. It was further noted these funds were included in the 2023 national budget; however, each grantee must apply for the funds to be added to the current grant year.

It was mentioned there are specific requirements applied to these two additional types of funds as to what they are to be used for. The Cost-of-Living Adjustment is intended to increase the agency's compensation schedule by 5.6% for Head Start positions. Quality Improvement funding states that at least 50% of the funding is to be used to the salaries and benefits. Budget details were provided to all.

Executive Administrative staff have had the opportunity to meet with the Finance Department to evaluate where there were challenges with wage compression. The outcome resulted in the determination that all the quality improvement funding in addition to the COLA would be applied to support staff wages and benefits. Jerry also stated that being part of a Child Care Partnership, we will also increase our Child Care Partnership contract by 5.6% . He shared this increase is one of the largest Cost-of-Living adjustments we have received from the Office of Head Start in a number of years. Jerry added this in direct correlation to the understanding of the challenges nationwide that Head Start grantees are experiencing in attracting and retaining qualified staff. He shared there have been conversations over the past many months about the challenges our program faces in having enough staff not only to keep current open classrooms open but to be able to open other classrooms that are currently closed. Jerry shared the program is very excited to have the opportunity to use these funds to make our pay rate more desirable and to hopefully fill vacant positions and work towards full enrollment goals by onboarding additional staff necessary to do so.

An opportunity for questions was presented. Inquiries were made with regard to the amount of funds made available, specifically that shared by Jerry and that which was stated in Program Instruction (PI)

HS-23-02. It was clarified that the dollar amount noted in the PI was the total amount Congress awarded for the nation and the amount in the budget detail is specific to our program. It was additionally asked if this increase is only for new staff. The clarification **provided stated everyone's rate** of pay will increase by 5.6%. How the benefit component is factored into this equation was a point of discussion. It was noted that not all employees receive medical benefits through the agency, therefore, the funds are historically not used to offset benefits. The funds are used 100% to increase the salary component in order **to be fair and equitable to all. It was asked why an additional Head Start isn't** opened in Eastern Kern, specifically California City. The reason for the inquiry stemmed from the waitlist being so large that those on the list never have a chance to participate in the program. It was shared that one of the biggest hurdles is finding qualified staff to operate any additional facilities efficiently and effectively. An explanation of what *"restricted compensation to Head Start employees that is higher than the average rate"* as noted in the Program Instruction is referring to was made. It was clarified that this means we must have a wage comparability of like positions in the communities in which we serve. Examples of such were provided. It was additionally asked how soon this cost-of-living increase who take effect and if it will be available to those employees who are not working for the company due to retirement or another reason. Jerry replied, once the request has received approval from the Policy Council, it will then be presented to the Board of Directors for their approval as well. If approved by all the application will then be submitted to the Office of Head Start who will review to ensure all the components of the application have been included. Once the funding is available from our regional office, they will then release the funds through a notice of award to the agency which means the funds are available for use. Jerry added the way the Cost-of-Living Adjustment works is that the funding is effective the first day of our funding year, March 1, 2023. Therefore, once the monies are available all changes to the compensation schedule will be made (pending Board approval) and recalculation will take place with staff receiving retroactive pay back to March 1, 2023 with their rate of pay effective from that point forward. It was stated Board approval for the compensation schedule typically does not take place until the notice of award has actually been received. With that said, from that date the Board approves the new compensation schedule, whoever is employed at that time will receive the retroactive payment.

Jerry thanked everyone for their questions and for taking the time to read the memo and the additional information provided in their Policy Council packet.

The Chairperson called for a motion to approve the submission of the Head Start/Early Head Start Cost of Living Adjustment and Quality Improvement funding applications, changes to the compensation schedule and authorization for the CEO to make amendments to the Child Care Partnership contracts as revised. The movie was made by Sarita Little; seconded by Guillermina Herrera. Motion carried unanimously.

## 7. Standing Reports

### a. Program Governance – Lisa Gonzales, Program Governance Coordinator

**Members were thanked for attending tonight's meeting.** Lisa welcomed Guillermina and thanked her for joining the meeting. Lisa pointed out that along with their Policy Council packets members also received recruitment flyers. She shared that the hope is, members will share widely with friends, family, neighbors, etc. to support recruitment and reaching full enrollment status. Lisa also stated the best testimony is word of mouth. As parents of children enrolled in the program, when they share their experience with others it provides firsthand knowledge of the program and all the benefits provided. Members were encouraged to share their story. Lisa reminded members that the monthly Dr. Kirk Parent Trainings/Meetings will resume in April. Additionally noted was an upcoming Disabilities Awareness Committee meeting for which members were sent an event flyer. Lisa also thanked members for being proactive and accepting meeting invitations and logging on in a timely manner to ensure meetings are conducted in an expeditious and thorough manner. Lisa reiterated her gratitude to members for their commitment not only to Policy Council but to the program as a whole and most importantly to their child, as they continue to participate as an advocate and with an active role in **their child's early learning. She stated this is** beneficial for both parent and child, which will be of great service well beyond their Head Start years. In closing Lisa congratulated Ruby(Cruz) who will be **recognized at her daughter's middle school as Parent of the Year.**

### b. Community Representative – Nila Hogan, Y-Empowerment

Nila shared that April is fast approaching and it is Child Abuse Awareness month. She shared that she

will be sending information that covers prevention, understanding the various types of child abuse and more. Nila proceeded to share that often the public **doesn't understand what child abuse is nor do they know how to prevent it.** She added that it is not always comfortable to talk about, however, to be educated on the subject we have to talk about it. Nila stated based upon the most recent census in 2020, there were 306,919 reported cases; of those only 64,001 were substantiated. Nila stressed this does not mean that **abuse wasn't taking place, it only means it wasn't able to be proved.** She added **children are in a school setting, they go to parks, churches, friends' houses, and other children come into your home,** so it is important to be educated and to be armed with information. Nila invited members to attend a 5k walk her non-profit will be hosting. This walk will take place at Cal State Bakersfield and will incorporate a family resource fair as well. There will be information booths on a variety of topics from community partners within the county. Nila shared that she will have more information next month with a possible event code for members to use to waive the registration fee.

c. Board of Directors – Ana Vigil, CAPK Board Member

Ana stated, the Board of Directors held a hybrid meeting on February 22, 2023. All items on the consent agenda were approved. The Board also approved the renewal of the Property and Casualty Insurance at the increased rates presented. The appointment of a joint ad-hoc committee comprised of three CAPK Board Members and three Foundation Board Members to review and recommend a financial model for the Foundation to ensure adequate operational funding was approved as was the CAPK annual budget for the 2023-2024 fiscal year. Nila Hogan presented the Policy Council report and the CAPK Foundation report was also presented by staff. Chief Executive Officer Jeremy Tobias introduced the new Chief Program Officer, Louis Gil. He also reminded the Board that all future committee and board meetings are required to return to in-person meeting effective March 1, 2023. The meeting was adjourned at 12:49 p.m.

d. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Assistant Director of Program, Jerry Meade reported on behalf of Yolanda Gonzales. He stated that Yolanda sends her best regards and her appreciation for their commitment to the program, the support of the program operations and for being a member of Policy Council.

Jerry shared this is the time of year we dive into program planning for the next fiscal year. He added that senior management is participating in strategic planning meetings with new Chief Program Officer, Louis Gil included in the kickoff meeting. Jerry stated that bringing the team together early in the program planning component to have these discussions is extremely important specifically because we are in our fifth and final year of the 5-year grant cycle.

It was shared that a letter was received from the Office of Head Start congratulating the program on having a noncompetitive continuation application for our next 5-year grant cycle. Jerry stated this is fantastic news because it means that we know we are going to submit our next year 5-year grant application this year and that we will have another 5-year grant cycle of continued funding for the services areas we currently serve.

Jerry noted that we must create and develop a strategic plan that will incorporate goals and objectives as well as action steps to achieve these goals for the next five-year period beginning on March 1, 2024. This plan will contain information that will guide the program through 2029. It was shared that on April 27, 2023 there will be a Strategic Planning meeting which will be an expanded opportunity for the leadership team across the Head Start program to participate in these planning conversations. This meeting is where goals, strategies and objectives will be developed. With that said, a Save the Date flyer was shared, and Jerry extended an invitation to Policy Council members to participate in this day long planning meeting about the next 5-year goals and objectives. He encouraged members to take the time and participate in this process. Once finalized, this information will be presented to the Planning Committee and subsequently presented to the Policy Council for approval. Jerry shared that if members are unable to attend the meeting on April 27, 2023, they will have the opportunity to review the outcomes of that meeting and approve what the next goals and objective will be for the next 5-year grant cycle. He also stated that the goals developed will drive budget development, which is the next component as is our program options and how we are going to deliver services across Kern and San Joaquin county service areas.

Jerry spoke about end of the year activities that will be taking place as we approach the end of the school year for our part year programs. There will be recruitment opportunities to ensure when part year programs are reopened in August, we are able to be fully enrolled in this program option. There will also

be job fairs to support recruitment and employment of staff so that we can open those centers. The first job fair will take place on May 5, 2023 in Kern County with another held in San Joaquin County on June 3, 2023. During the job fairs candidates will have the opportunity to know the rate of pay which will be increased with the approval the Council gave today on the Cost-of-Living Adjustment. Jerry shared with the job fair in San Joaquin County they are partnering with the San Joaquin County Office of Education which is very exciting. He added this not only allows for the program to share employment opportunities, but it also provides the ability to spread the message that early childhood education is a career choice that fulfills many individuals and is very rewarding.

In closing Jerry thanked members for their time and commitment to the Policy Council and to the Head Start program. He acknowledged the work they do in supporting children and families that the program serves across both Kern and San Joaquin County.

8. Policy Council Chairperson Report

Ruby thanked everyone for their attendance. She also thanked everyone for congratulating her on **receiving Parent of the Year from her daughter's school**. Ruby stated that it is a blessing to be able to volunteer and help. She went on to thank the teachers at her **daughter's Head Start center (Heritage)** stating they are truly amazing, and the center is great, everyone feels like a family there. Ruby shared that her daughter, Valentina had a speech delay but since being at the center she has become a "chatter box" and that is a direct result of her experience in Head Start. Ruby again thanked everyone for taking the time to log on to the meeting and once again expressed happiness that her fellow Heritage parent, Guillermina is now a part of Policy Council.

9. Policy Council Member Comments

Members were given an opportunity to share comments.

Susana Barrios stated she agreed with Ruby, noting that her son who will be 4-years old next month didn't speak much when he entered the program. He **only knew two words, "dinosaur" and "milk."** Now he is talking nonstop in full sentences. Susana stated that it is a blessing the program is available. She shared she **"loves her center,"** Sunrise Villa in Wasco; everyone is very welcoming, and it is truly a great program.

Michelle Del Rio had an inquiry as to who to contact to receive an update on the enrollment status of her children. Program Design and Management Administrator, Robert Espinosa asked Michelle to send an email to Lisa Gonzales to forward to him. Upon doing so, he will have a member of his Enrollment staff contact Michelle. Michelle expressed appreciation and also shared that she has a Head Start employment interview tomorrow.

Sarita Little shared that she has adopted her great grandson who has high functioning autism and attends Cal City Head Start. She added that he has been in the program since last year and he is doing great. He is talking a lot more. **Previously he couldn't put sentences together;** Sarita expressed gratitude for this growth. **She also asked why we (the program) weren't on Spring Break at the same time as other schools.** Sarita added because parents have other children who are on break this results in the preschool siblings sometimes not coming to school. Jerry apologized and shared it was an error when creating the Days of Operation Calendar, as we try to align Eastern Kern accordingly. Conversation ensued on the topic with an additional inquiry made as to meal delivery, specifically regarding altering meal delivery when it is **known there won't be as many children at the centers.** Discussion ensued on the matter, noting meals delivered to Eastern Kern are vended and because they are contracted, we have to have delivery for full enrollment. Sometimes vendors may allow us to change the number of meals it just depends upon their willingness to accommodate along with notice. Additional inquiries were made about the nutritional value of meals delivered and whether they met the criteria as shared during the effects of lead presentation earlier. Jerry stated the nutritional requirements in meal patterns are very well thought out, intentional and must meet certain criteria and have the appropriate nutritional content.

Ana Vigil congratulated Ruby on her Parent of the Year recognition and stated that statistics show that children do better in school when their parents are involved. She shared how impressed she is that parent members are engaged, reading the material provided, and are involved in the meeting. Ana shared that her son attended Wasco Head Start when he was little. She added she enjoys being a part of the Policy Council and was a member as a parent and now many years later she is on Policy Council as a Board

Member Representative. She encouraged parents to continue to keep learning and growing and, in the future, they too could become a Board Member.

10. Next Scheduled Meeting

The next scheduled meeting will take place on April 25, 2023 at 5:30 p.m.

11. Adjournment

Meeting was adjourned at 6:59 p.m.